

# **EXHIBIT 15**

## Contract Summary Sheet

**Contract (PO) Number:** 16396

**Specification Number:** 57755

**Name of Contractor:** REDFLEX TRAFFIC SYSTEMS INC.

**City Department:** OFFICE OF EMERGENCY COMMUNICATION

**Title of Contract:** DIGITAL AUTOMATED RED LIGHT ENFORCEMENT PROGRAM  
[DARLEP] INSTALLATION, MAINTENANCE & OPERATIONAL  
SUPPORT

**Term of Contract: Start Date:** 2/1/2008

**End Date:** 1/31/2013

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

**\$52,000,000.00**

**Brief Description of Work:** DIGITAL AUTOMATED RED LIGHT ENFORCEMENT  
PROGRAM [DARLEP] INSTALLATION, MAINTENANCE &  
OPERATIONAL SUPPORT

**Procurement Services Contract Area:** PRO SERV CONSULTING \$250,000orABOVE

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 50065408

**Submission Date:**

# **DIGITAL AUTOMATED RED LIGHT ENFORCEMENT PROGRAM**

**Contract PO # 16396**

**Vendor: Redflex Traffic Systems, Inc.**

**Vendor Code # 50065408A**

**Specification # 57755**

# **AGREEMENT SCAN COPY**

**Specification No: 57755**  
**Contract PO No: 16396**  
**Vendor No: 50065408A**

**AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO**  
**OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS**

**AND**

**REDFLEX TRAFFIC SYSTEMS, INC.**



**DIGITAL AUTOMATED RED LIGHT ENFORCEMENT PROGRAM**

**RICHARD M. DALEY**  
**MAYOR**



## **CONTRACTOR'S PERFORMANCE & PAYMENT BOND**

SU 103 3440

**Know All Men by these Presents,** That we, **REDFLEX TRAFFIC SYSTEMS, INC.**  
15020 North 74th Street  
Scottsdale, AZ 85260

Principal, hereinafter referred to as Contractor, and

**ARCH INSURANCE COMPANY**  
3100 BROADWAY- KANSAS CITY, MO 64111

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of two hundred ninety-four thousand and 00/100 (\$294,000.00)

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Sealed** with our seals and dated this **8th** day of **FEBRUARY** A.D., 20 **08**

**The Condition of the Above Obligation is such,**

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. **16396** and Specification No. **57755** all in conformity with said contract, for,

furnishing the City of Chicago, Office of Emergency Management and Communications, all labor, materials, and equipment required and necessary for the project known as: **DIGITAL AUTOMATED RED LIGHT ENFORCEMENT PROGRAM (DARLEP)**

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved February 19, 2008  
Mona M. Bayler  
 Purchasing Agent

Approved as to form and legality:

LAW NOT REQUIRED

Assistant Corporation Counsel

REDELEX TRAFFIC SYSTEMS, INC.

Karen Anley (Seal)  
 By: President


Cristina Wukos (Seal)  
 Attest: Secretary

BRIANA GRAY (Seal)  
 By:

Briana Gray (Seal)  
 Attested: Witness

ARCH INSURANCE COMPANY (Seal)

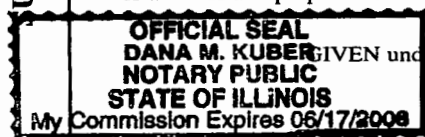
Maria A. Gonzalez (Seal)  
 Maria A. Gonzalez, Attorney-in-fact

PRINCIPAL  
IF CORPORATIONSTATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }I, Sandra Stevens, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that Karen Finley President andCristina Weekes Secretary of the Bedflex Traffic Systemswho are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such Karen Finley President and Cristina Weekes Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing astheir free and voluntary act, and as the free and voluntary act of the said Bedflex Traffic Systems  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of January 2008  
 Sandra L. Stevens  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }I, DANA M KUBER, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that MARIA A GONZALEZof the Arch Insurance Company who is personally known  
to be the same person whose name is subscribed in the foregoing instrument as suchMaria A Gonzalez, appeared before me this day in person and acknowledged that shesigned, sealed and delivered the said instrument of writing as a free and voluntary act, and as the freeand voluntary act of the said ARCH INSURANCE COMPANY

for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this 8<sup>th</sup> day of FEBRUARY 2008  
Dana M Kuber  
Notary PublicPRINCIPAL  
IF INDIVIDUALSTATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing

instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the

said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

## POWER OF ATTORNEY

SU 103 3440

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

William A. Bailey, Maria A. Gonzalez, Anne M. Barber and Michael J. Friedrich of Bridgeview, IL (EACH)

---

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company



## TABLE OF CONTENTS

|  |    |
|--|----|
| BACKGROUND INFORMATION.....                              | 1  |
| TERMS AND CONDITIONS .....                               | 1  |
| ARTICLE 1 INCORPORATION OF BACKGROUND INFORMATION .....  | 1  |
| ARTICLE 2 DEFINITIONS .....                              | 2  |
| 2.1 Definitions.....                                     | 2  |
| 2.2 Interpretation.....                                  | 4  |
| 2.3 Incorporation of Exhibits .....                      | 4  |
| 2.4 Order of Precedence of Component Parts.....          | 5  |
| ARTICLE 3 STATEMENT OF WORK.....                         | 5  |
| 3.1 Scope of Services.....                               | 5  |
| 3.2 Standards of Performance.....                        | 6  |
| 3.3 Subcontractor Payments.....                          | 6  |
| ARTICLE 4 SYSTEMS.....                                   | 7  |
| 4.1 Systems .....  | 7  |
| 4.2 Licensed Software.....                               | 7  |
| 4.3 Contractor's Property.....                           | 7  |
| 4.4 Scope of Licenses.....                               | 7  |
| 4.5 Third-Party Software.....                            | 8  |
| 4.6 Title to the Systems.....                            | 8  |
| 4.7 Non-Contractor Equipment.....                        | 8  |
| 4.8 Warranty; Performance Standards .....                | 8  |
| 4.9 System Delivery.....                                 | 9  |
| 4.10 System Site Preparation .....                       | 9  |
| 4.11 Technical Environment.....                          | 10 |
| 4.12 System Acceptance .....                             | 10 |
| 4.13 Redflex Documentation .....                         | 11 |
| 4.14 System Upgrade .....                                | 11 |
| 4.15 System Training .....                               | 11 |
| 4.16 Rights to Data and Retention of Data .....          | 12 |
| ARTICLE 5 SUPPORT, MAINTENANCE AND REPAIR SERVICES ..... | 13 |
| 5.1 Support Services .....                               | 13 |
| 5.2 Maintenance and Repair Services.....                 | 13 |
| 5.3 Improved Technology .....                            | 14 |
| ARTICLE 6 TERM OF AGREEMENT.....                         | 15 |
| 6.1 Term of Agreement.....                               | 15 |

|            |   |    |
|------------|---|----|
| 6.2        | Timeliness of Performance .....   | 15 |
| 6.3        | Extension Options.....  | 15 |
| ARTICLE 7  | CONTRACTOR COMPENSATION .....   | 16 |
| 7.1        | Basis of Payment.....   | 16 |
| 7.2        | Funding .....   | 16 |
| 7.3        | Non-Appropriation.....  | 16 |
| 7.4        | Reduction of Compensation.....  | 16 |
| ARTICLE 8  | INSURANCE AND INDEMNIFICATION.....  | 18 |
| 8.1        | Contractor Insurance .....  | 18 |
| 8.2        | Indemnification .....   | 21 |
| 8.3        | Patent and Copyright Indemnity .....  | 22 |
| ARTICLE 9  | DISPUTES .....  | 23 |
| ARTICLE 10 | COMPLIANCE WITH ALL LAWS.....   | 23 |
| 10.1       | Compliance With All Laws Generally.....                                     | 23 |
| 10.2       | Deemed Inclusion .....  | 24 |
| 10.3       | Prohibition on Certain Contributions Mayoral Executive Order No. 05-1 ..... | 24 |
| 10.4       | Environmental Warranties and Representation.....                            | 26 |
| 10.5       | Federal Terrorist (No-Business) List .....                                  | 27 |
| 10.6       | False Statements.....   | 27 |
| 10.7       | Firms Owned or Operated by Individuals with Disabilities.....               | 28 |
| 10.8       | Nondiscrimination.....  | 28 |
| 10.9       | Inspector General.....  | 29 |
| 10.10      | MacBride Ordinance.....   | 29 |
| 10.11      | Business Relationship with Elected Officials.....                           | 30 |
| 10.12      | Chicago "Living Wage" Ordinance.....  | 30 |
| ARTICLE 11 | SPECIAL CONDITIONS .....  | 32 |
| 11.1       | Warranties and Representations.....   | 32 |
| 11.2       | Confidential Information.....   | 33 |
| 11.3       | Publicity .....   | 33 |
| 11.4       | Independent Contractor.....   | 34 |
| 11.5       | Ethics.....   | 34 |
| 11.6       | Joint and Several Liability .....   | 35 |
| 11.7       | Business Documents .....  | 35 |
| 11.8       | Conflicts of Interest.....  | 35 |
| 11.9       | Non-Liability of Public Officials .....                                     | 36 |
| 11.10      | Minority and Women's Business Enterprises Commitment .....                  | 36 |
| 11.11      | Contractor's Personnel.....   | 36 |
| 11.12      | Records and Audits.....   | 37 |

|   |    |
|---|----|
| 11.13 Additional Provisions Relating to Public Works and Construction Projects..... | 39 |
| ARTICLE 12 EVENTS OF DEFAULT, REMEDIES, EARLY                                       |    |
| TERMINATION,SUSPENSION, RIGHT TO OFFSET & ANTI-SCOFFLAW .....                       | 39 |
| 12.1 Events of Default .....  | 39 |
| 12.2 Remedies.....  | 41 |
| 12.3 Early Termination .....  | 42 |
| 12.4 Suspension .....   | 43 |
| 12.5 Right to Offset.....   | 43 |
| ARTICLE 13 GENERAL CONDITIONS .....   |    |
| 13.1 Entire Agreement .....   | 45 |
| 13.2 Most Favored Customer.....   | 46 |
| 13.3 Counterparts .....   | 46 |
| 13.4 Amendments .....   | 46 |
| 13.5 Governing Law and Venue .....  | 46 |
| 13.6 Severability .....   | 47 |
| 13.7 Assignments and Subcontracts .....   | 47 |
| 13.8 Cooperation.....   | 48 |
| 13.9 Quiet Enjoyment .....  | 48 |
| 13.10 No Waiver.....  | 49 |
| 13.11 Force Majeure .....   | 49 |
| ARTICLE 14 NOTICES .....  |    |
|   | 49 |
| ARTICLE 15 CONTRACTOR’S AUTHORITY .....   |    |
|   | 50 |
| SIGNATURE PAGE.....   |    |
|   | 51 |

**EXHIBITS**

|            |  |
|------------|--|
| Exhibit 1  | Statement of Work  |
| Exhibit 1A | Equipment  |
| Exhibit 1B | Scope of Work – Construction   |
| Exhibit 1C | Key Personnel  |
| Exhibit 2  | Schedule of Compensation   |
| Exhibit 3  | Contractor Benchmark Tests   |
| Exhibit 4  | Support, Maintenance and Repair (including replacement) Services         |
| Exhibit 5  | MBE/WBE Special Conditions and Schedules                                 |
| Exhibit 6  | Economic Disclosure Statement and Affidavit                              |
| Exhibit 7  | Certificate of Insurance   |
| Exhibit 8  | Performance and Payment Bond Form  |
| Exhibit 9  | Schedule of Prevailing Wage Rates  |
| Exhibit 10 | System Specifications  |
| Exhibit 11 | File Layouts   |
| Exhibit 12 | Additional Provisions Relating to Public Works and Construction Projects |
| Exhibit 13 | Contractor's Proposal  |



## **AGREEMENT**

This Agreement is entered into as of the 1<sup>st</sup> day of February, 2008 ("Effective Date"), by and between **Redflex Traffic Systems, Inc.**, a Delaware corporation authorized to do business in Illinois ("Contractor"), and the **City of Chicago** ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Office of Emergency Management and Communications ("Department"), at Chicago, Illinois.

## **BACKGROUND INFORMATION**

The City has implemented red-light cameras to enforce and improve public safety. The cameras have a proven track record of reducing red-light running and the accidents and injuries it causes.

The City requires equipment delivery, installation, maintenance, and operations and repair of a City-wide Digital Automated Red Light Enforcement Program operating twenty-four hours a day, seven days a week, three hundred sixty-five days a year (24/7/365).

The City advertised and issued a Request for Proposals ("RFP") in July, 2007 to select a company qualified to perform these Services.

The City evaluated the Contractor's proposal to the RFP in Exhibit 13 and found the Contractor to be capable of performing the Services. The Contractor represents and warrants that it is highly qualified and competent to perform the Services and has the necessary expertise and knowledge to complete the Services assigned to it in accordance with this Agreement.

The City has negotiated with Contractor for the provision of a digital automated red light enforcement system for the City. Contractor represents that it has the professional experience and expertise to provide the Services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement to the full satisfaction of the City.

**NOW THEREFORE**, the City and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1**

### **INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated by reference as if fully set forth here.

## **ARTICLE 2** **DEFINITIONS**

### **2.1 Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**“Agreement”** means this Agreement, including all Exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**“Chief Procurement Officer”** means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on his behalf.

**“Contractor”** means Redflex Traffic Systems, Inc.

**“CPD”** means the City of Chicago Police Department.

**“Data”** means all file transfer information such as, but not limited to, license number, type of plate, date, time, video support, and reports.

**“DARLEP”** means the City's Digital Automated Red Light Enforcement Program, as authorized by Chapter 9-102 of the Municipal Code of the City of Chicago.

**“Department”** means Office of Emergency Management and Communications (OEMC).

**“Department of Revenue”** means the City of Chicago Department of Revenue.

**“Digital Image Verification”** means Contractor's review of a digital image produced by a System to determine whether there is a violation of Section 9-102-020 of the Municipal Code of the City of Chicago (e.g., determine whether the vehicle was either an authorized emergency vehicle or a vehicle lawfully participating in a funeral procession).

**“Enforceable Image”** means that the photographic image (produced by a System and submitted by Contractor to the City) of a vehicle and the vehicle registration plate of that vehicle, when the vehicle (other than an authorized emergency vehicle or any vehicle lawfully participating in a funeral procession) is used in violation of Sections 9-8-020(c) or Section 9-16-030(c) of Municipal Code of the City of Chicago, is of sufficient clarity and contains such information as is necessary (including clearly depicting the red traffic light) for the City to issue a citation for a violation of Section 9-102-020 of Municipal Code of the City of Chicago, as determined by the City.

**“Equipment”** means all non-Software items (including poles, cabinets, hardware, In-Ground Loops, communications equipment, etc.) that comprise a System, including the items set forth in

Exhibit 1A.

**“Executive Director”** means the chief executive of OEMC and any representative authorized in writing to act on his/her behalf.

**“In-Ground Loop”** means the System sensors that are installed under the street pavement, which activates each System.

**“Installation Plans”** means the diagrams provided by Contractor to the Executive Director that depict the installation of a System at an intersection.

**“Intersection Approach”** means a conduit of travel with up to four (4) contiguous lanes from the curb (i.e., northbound, southbound, eastbound, or westbound) on which at least one (1) digital, rear shot multiple image color camera has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the City.

**“Intersection Housing”** means the cabinet in which a System's digital cameras are housed.

**“Knockdowns”** means physical act of vandalism, accidental knockdown or physical removal of system due to street resurfacing.

**“OEMC”** means the Office of Emergency Management and Communications.

**“Redflex Program”** means Contractor's *Redflex* digital automated red light enforcement program, including all related Equipment, Software, maintenance, repair, support, training, and other work and services provided by Contractor under this Agreement.

**“Red Light Violation”** refers to the operation of a vehicle in violation of Sections 9-8-020(c) or Section 9-16-030(c) of Municipal Code of the City of Chicago.

**“Risk Management Office”** means the Risk Management Office in the Department of Finance, which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

**“Services”** means all support, maintenance and repair services specified in Exhibit 4.

**“Software”** means, collectively, the programs, subroutines, and utilities, together with corresponding documentation and operations procedures, which are implemented on each System. Software encompasses all Contractor Licensed Software and all third-party software which are implemented on each System.

**“Subcontractor”** means any person or entity with whom Contractor contracts to provide any part of the Redflex Program, including subcontractors of any tier, suppliers and materials providers

whether or not in privity with Contractor.

**“System”** means the traffic signal monitoring Equipment and Software installed at an Intersection Approach as part of the Redflex Program.

**“System Acceptance”** means that Contractor has certified to the City that a System has been properly installed and is ready for use and the City has operated the System and determined that it meets the performance standards set forth in this Agreement.

## **2.2 Interpretation**

- (a) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- (b) All references in this Agreement to Articles, Sections, or Exhibits, unless otherwise expressed or indicated, are to the Articles, Sections, or Exhibits of this Agreement.
- (c) Words importing persons include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
- (d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction, or effect of this Agreement.
- (e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- (f) All references to a number of days mean calendar days, unless expressly indicated otherwise.

## **2.3 Incorporation of Exhibits**

The following attached Exhibits are attached hereto and their contents are expressly made a part of this Agreement:

|            |   |
|------------|---|
| Exhibit 1  | Statement of Work   |
| Exhibit 1A | Equipment   |
| Exhibit 1B | Scope of Work – Construction                                      |
| Exhibit 1C | Key Personnel   |
| Exhibit 2  | Schedule of Compensation  |
| Exhibit 3  | Contractor Benchmark Tests  |
| Exhibit 4  | Support, Maintenance, and Repair (including replacement) Services |

|            |  |
|------------|--|
| Exhibit 5  | MBE/WBE Special Conditions and Schedules                                 |
| Exhibit 6  | Economic Disclosure Statement and Affidavit                              |
| Exhibit 7  | Certificate of Insurance   |
| Exhibit 8  | Performance and Payment Bond Form  |
| Exhibit 9  | Schedule of Prevailing Wage Rates  |
| Exhibit 10 | System Specifications  |
| Exhibit 11 | File Layouts   |
| Exhibit 12 | Additional Provisions Relating to Public Works and Construction Projects |
| Exhibit 13 | Contractor's Proposal  |

#### **2.4 Order of Precedence of Component Parts**

Unless otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between the terms set forth in Article 1 through Article 15 of this Agreement, and the terms set forth in Exhibit 1 through Exhibit 13, which are attached to this Agreement, the terms and provisions contained in Article 1 through Article 15 of this Agreement will take precedence over the terms and provisions contained in Exhibit 1 through Exhibit 13.

### **ARTICLE 3** **STATEMENT OF WORK**

#### **3.1 Scope of Services**

As of December 15, 2007, the City installed 136 Systems with 4 additional Systems to be accepted prior to February 1, 2008. Post warranty maintenance and operations cost for the 4 additional Systems will be billed pursuant to this Agreement. The City will buy up to an additional 440 Systems during a 60 month term. The City will notify Contractor in writing if it intends to purchase additional Systems. The order will be memorialized in a written amendment to this Agreement that will specify any additional bonding required. See Exhibit 12, Section XVI.

The Executive Director (with the advice of the CPD), by written notice(s) to Contractor (the "Notice to Proceed"), will identify the intersections at which Contractor will install the Systems, and Contractor will install, in accordance with the terms of this Agreement, the Systems at those intersections.

In each Notice to Proceed, the Executive Director will specify the directions (i.e., approach) of vehicles traveling through the intersection that each System must monitor. A System that monitors one approach is considered a single System. Contractor will include in the installation of each System all Equipment (including the Equipment identified in Exhibit 1A) and Software necessary for the System to function in accordance with the terms of this Agreement and in accordance with Chapter 9-102 of the Municipal Code of the City of Chicago, for the purpose of



implementing DARLEP. In addition, Contractor will provide the services described in Exhibit 1; support and maintenance/repair services in conformance with Exhibit 4; and training in conformance with Section 4.15. The Statement of Work, as set forth in this Article 3 is intended to be general in nature and is neither a complete description of, nor a limitation on, Contractor's obligations under this Agreement.

This Agreement does not grant Contractor the exclusive right to sell red light monitoring systems to the City. Contractor acknowledges that during the one 5-year period following the Effective Date, once the Executive Director has issued Notices to Proceed up to 440 Systems, the City may procure additional red light violations systems from an entity other than Contractor. Similarly, if the City extends this Agreement, the City may procure red light monitoring systems in excess of the quantities set forth in the City's extension notice(s) to Contractor (see Section 6.3).

### **3.2 Standards of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 12.1 (b) (ix) regarding failure to comply with licensure requirements.

### **3.3 Subcontractor Payments**

Contractor must submit a status report of Subcontractor payments with each invoice for the duration

of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf). The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Services, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

#### **ARTICLE 4** **SYSTEMS**

##### **4.1 Systems**

Contractor must supply to the City the Systems as described in Article 3 above.

##### **4.2 Licensed Software**

Contractor grants to the City a non-exclusive, irrevocable, perpetual, non-transferable license to use and to allow its Contractors to use the Software in perpetuity for the purpose of implementing DARLEP or any similar or successor City program. The license described in the preceding sentence does not include Contractor's software that is not needed for the performance of this Agreement in accordance with its terms (e.g., Contractor's software that is used exclusively for printing and mailing citations).

##### **4.3 Contractor's Property**

Except as set forth in Section 4.2, all aspects of the Software, including programs and methods of processing, remain the sole and exclusive property of Contractor or its Subcontractors, as applicable.

##### **4.4 Scope of Licenses**

The City may make three (3) copies per System of the Software and multiple copies of any user manuals for backup and archival purposes. The City will not reverse engineer, decompile, or otherwise attempt to derive the source code for the Software. Under any licensing or sublicensing agreement of third-party software, including operating system software and utilities, which Contractor must secure, the City has the right to make three (3) copies per System of the licensed programs for backup and archival purposes.

#### **4.5 Third-Party Software**

Contractor must secure for the City sublicenses or direct licenses for all third-party Software necessary for the Systems to function in accordance with the terms of this Agreement.

#### **4.6 Title to the Systems**

(a) Title to Equipment and ownership of the Systems will remain vested in Contractor until System Acceptance. Contractor warrants that the City acquires good and clear title to the Systems (including all Software, to the extent set forth in Section 4.3 ) being purchased pursuant to this Agreement, free and clear of all liens and encumbrances. After full payment has been made on a System, Contractor will provide, upon request by the City, satisfactory evidence of good and clear title.

(b) Contractor covenants and represents that all Equipment is new and unused at the time of installation.

#### **4.7 Non-Contractor Equipment**

If the City wishes to connect any non-Contractor equipment to the Systems not already anticipated by the parties, the City will notify Contractor no later than 60 days prior to the anticipated installation or connection date of such non-Contractor equipment. The City will be entitled to install such equipment, without affecting Contractor's representations and warranties under this Agreement as to the Systems, unless Contractor, within 30 days of notification by the City, provides written notice to the City stating reasonable grounds upon which it concludes such equipment will adversely affect its obligations, or the performance of the Systems. If after receipt of Contractor's notice, the City connects such equipment, Contractor will not be liable for problems with the System to the extent they are caused by the City's connection to such equipment.

#### **4.8 Warranty; Performance Standards**

During the 12 months following System Acceptance and any subsequent period during which the City agrees to pay Contractor to provide support, maintenance, and repair services (collectively, the "Warranty Period"), Contractor warrants the Systems as follows: (i) 85 percent of the images of Red Light Violations from the System during any consecutive 30-day period will be



Enforceable Images; and (ii) each System will be operational (in accordance with the terms of this Agreement) 95 percent of any consecutive 30-day period.

#### **4.9 System Delivery**

Contractor must deliver and install (or cause to be delivered and installed) each System within 160 days of the date of the Notice to Proceed at the intersection and with the number of approaches specified in the Notice to Proceed. The date that is 160 days following the date of the Notice to Proceed is the "Scheduled System Delivery Date." Contractor must arrange for all freight, transportation, and sufficient insurance to fully protect each System. Risk of damage or loss for whatever reason is upon Contractor until a System is accepted by the City, at which time it will pass to the City. The City has the right to delay a Scheduled System Delivery Date by notifying Contractor in writing no later than 14 days before the applicable Scheduled System Delivery Date. If the City delays the Scheduled System Delivery Date, Contractor must submit, in writing, a notice to the City setting forth the number of days that Contractor believes the Scheduled System Delivery Date was extended by the City's delay. The Executive Director and the Chief Procurement Officer will review such notice and advise Contractor of a reasonable time extension, if necessary, to accommodate such delay by the City. The Scheduled System Delivery Date will then be revised to include such time extension, if any.

Each System must be configured, assembled and tested by Contractor prior to the applicable Scheduled System Delivery Date. Before the Scheduled System Delivery Date, Contractor must perform the benchmark tests, as set forth in Exhibit 3, for each Equipment and Software component of each System and for the System as an integral unit (the "Contractor Benchmark Tests"). Contractor must not deliver a System to the City unless the System has passed all Contractor Benchmark Tests.

Contractor must deliver and install each System in a manner such that the delivery and installation of the System, to the greatest extent feasible, will not unreasonably interfere with or interrupt traffic flow and the business operations of the City. In order to minimize interference with traffic flow and the business operations of the City, at the sole discretion of the Executive Director Contractor may be required to perform portions of the delivery and installation of the Systems Monday to Friday or weekends to complete installation of the Systems by the Scheduled System Delivery Date. The Maximum Compensation to be paid Contractor will not be increased to cover any costs resulting from the delivery and installation of the Systems.

At Contractor's request, the City will provide Contractor with the names and phone numbers of the City personnel that are available to respond to questions 24 hours a day.

#### **4.10 System Site Preparation**

Contractor is responsible for securing all applicable licenses and other approvals necessary for installing each System, including site restoration, as defined in Exhibit 1-B at the locations

identified in the Notices to Proceed. Upon reasonable request of the City, Contractor will provide the Executive Director with a copy of all applicable licenses, construction timelines and other approvals.

#### **4.11 Technical Environment**

Contractor represents and warrants that each System will function at or above the performance standards noted in Section 4.8 and that all data file transferred by the Systems will be provided to the City electronically in a manner that complies with the City's requirements for file transfer and with the file layouts described in Exhibit 11. The Executive Director, by written notice to Contractor, may revise the file layouts described in Exhibit 11, provided that (i) those revisions do not materially increase or decrease the functionality of the Systems and (ii) Contractor provides those revisions at no cost to the City. Contractor acknowledges that it will not charge the City to include in the file format the user I.D.s of the City personnel that reviewed an image, and that Contractor will implement that revised file format within 15 days of the date of the Executive Director's notice. All Software must be compatible with City's operating system for information services (Oracle System), including the ability for File Transfer Protocol (FTP), or such other interface (e.g., on-line) as defined by the City.

#### **4.12 System Acceptance**

Each System delivered pursuant to this Agreement will be deemed to have been accepted by the City when all of the following have occurred and the Executive Director has notified Contractor in writing of System Acceptance.

Within ten (10) days following the completion of installation of a System, Contractor must certify to the City that the System has been properly installed and is ready for use (the "**Contractor Certification**"). Following Contractor Certification, the City will test the System to determine whether the System meets the following performance standard: capable of producing Enforceable Images (in accordance with the System Specifications described in Exhibit 10) for 100 percent of the time during any consecutive five-day period. The City also will test the System to determine whether the operating characteristics of each of the Equipment and Software components delivered match the operating characteristics given in the System Specifications (see Exhibit 10). The City tests will include components relating to: enforcement images by lane, picture clarity, offenses, video support, incremental daily time review, software integration with the Department of Revenue and real time observation. The acceptance tests will take no longer than two (2) weeks to complete.

If the operating performance of any System fails to meet any of the performance standards set forth above, the acceptance test may, at the sole option of the City, be re-performed until such test is passed, or, with the City's written consent, Contractor may (a) modify or adjust the System to meet the performance standards or (b) replace or add such Equipment and Software components at Contractor's expense as may be necessary to make the System meet the

performance standards. After any adjustment, modification, repair, or replacement, the three acceptance tests described above will be run again for a cumulative period not to exceed 60 days.

If any System still fails to meet the performance standards within 60 days of completion of installation, the City will have the right to cancel this Agreement, in whole or in part. In no event will System Acceptance occur or the System be deemed to be accepted until the performance standards described for the acceptance tests have been met. Upon the Executive Director determination that the acceptance test has been successfully completed, the Executive Director will inform Contractor, in writing, of System Acceptance.

#### **4.13 Redflex Documentation**

Contractor must supply all necessary instruction and documentation to enable the City to utilize the Redflex Program.

#### **4.14 System Upgrade**

If Contractor releases newer or later models of the System or any of its items or elements, Contractor must promptly notify the City of the introduction thereof, and as to any such System models introduced prior to shipment, the City has the right to substitute such newer or later model, and receive an appropriate credit for the older model. If there is a price reduction by a manufacturer of Equipment or third-party software at any time prior to Contractor's delivery of the System, Contractor must pass along to the City the appropriate price reduction.

Contractor recognizes that prior to any Scheduled System Delivery Date, the City may find it necessary or desirable to make modifications in the configuration of the System and accordingly, that the City may add to, substitute or delete items or components of the System, at Contractor's published list prices, provided that notice will be given by the City at least 30 days prior to the Scheduled System Delivery Date. The City may not add, substitute or delete items or components of the System if, in the City's sole determination following consultation with Contractor, the City determines that the performance standards will be unreasonably impacted.

#### **4.15 System Training**

During the first 90 days following the Effective Date, Contractor must supply all necessary instruction to enable the City and its Contractors to utilize the Systems, including two approximately 8-hour training programs to City personnel identified by the Executive Director. Qualified Contractor personnel must provide the instruction. The training programs will include the following subjects: (a) identification of a violation; (b) identification of exceptions to a violation; (c) documentation of System problems (e.g., camera shake, premature exposures, etc.); (d) documentation of all other issues possibly affecting the validity of a violation; and (e) applicable procedures for processing data from the Systems (e.g., identification of law enforcement vehicles or funeral processions, etc.). From (a) the 91st day following the Effective



Date through (b) the expiration or termination of this Agreement, whichever is later, Contractor will provide similar training, as requested by the City, but not more frequent than twice in any consecutive 12-month period.

Not less than 60 days before Contractor's scheduled training program, Contractor must provide the City with a form to be completed by the City personnel which will provide Contractor with information relating to their computer proficiency.

Should the Executive Director determine that Contractor's services verifying images and capturing data are no longer necessary, Contractor will train City personnel and City Contractors to perform those services and will create and implement (subject to the Executive Director's approval) a transition plan.

#### **4.16 Rights to Data and Retention of Data**

(a) Deliverables. In carrying out the Redflex Program, Contractor must prepare or provide to the Department various Deliverables. "Deliverables" mean the Systems, all digital data (and images) captured by the Systems, work products, Software, documentation, and written materials in electronic, paper or other form, including written reviews, recommendations, reports, designs, manuals and analyses, 5-day acceptance tests produced by Contractor for the Department in connection with this Agreement. The Department may reject Deliverables that do not include relevant information or data, or do not include all documents specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for the installation, operation, servicing, maintenance or repair of Systems supplied by Contractor pursuant to this Agreement. If the Department determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the Department specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 12.1. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the Department. Such Deliverables will not be considered as satisfying the requirements of this Agreement, and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

(b) Ownership of Documents. All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in paragraph (c) below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 8.2.

(c) Intellectual Property. Contractor hereby grants to the City an irrevocable, transferable, perpetual, royalty-free, paid-up license to use, reproduce, distribute, display, and make derivative works of the Deliverables and to allow its contractors and subcontractors of any tier to use, reproduce, distribute, display, and make derivative works of the Deliverables. Notwithstanding the foregoing, the City will not make derivative works of the Software. Contractor will, and will cause all of its Subcontractors, employees, officers, directors, agents, affiliates and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to evidence the license described in this Section 4.16. The City will not transfer to third parties derivative works of Contractor's software.

(d) Contractor warrants to the City, its successors and assigns that on the date of the granting of the Deliverables license, that Contractor is either the lawful owner of good and marketable title in and to all copyrights, patents, trade secrets, and trademarks (collectively, "Intellectual Property") in the Deliverables or the lawful licensee and has the legal rights to grant the licenses described in this Section 4.16. The Deliverables must be accurate and otherwise in accordance with this Agreement. Contractor warrants and represents that it has sufficient rights in the Deliverables to comply with this Agreement.

(e) Contractor represents that as of the Effective Date, Contractor is either the lawful owner of good and marketable title in and to the intellectual property in the Systems that may be procured by the City pursuant to this Agreement or the lawful licensee and has the legal rights to make use or sell the Systems. Contractor warrants that it has not assigned or licensed and will not assign or license any intellectual property rights to any other party that would conflict with this Agreement. Contractor further represents and warrants that the Systems and the Deliverables will not violate any laws or infringe any right of any intellectual property right of any third-party.

## **ARTICLE 5**

### **SUPPORT, MAINTENANCE, AND REPAIR SERVICES**

#### **5.1 Support Services**

During the 60 months following the Effective Date and any extension of the term of this Agreement, Contractor must provide support services in accordance with Exhibit 4.

#### **5.2 Maintenance and Repair Services**

During the 60 months following the Effective Date and any extension of the term of this Agreement, Contractor must provide maintenance and repair (including replacement) services in accordance with Section 4.8, Exhibit 4 and the following:

- (a) Contractor will provide the City without charge: (i) one copy of any updated

release of Contractor Licensed Software and third-party software, or part thereof, to the City without charge, which the City may copy in the appropriate quantity and substitute for a prior release; and (ii) published bulletins describing new releases, maintenance releases, temporary problem resolutions and circumventions, support level changes and other information with respect to Contractor Licensed Software and third-party software.

(b) Contractor must ensure that at least one employee of Contractor, with experience and expertise regarding the operation and maintenance/repair of the Systems, is located within the Chicago metropolitan area and is at any System installation sites within 4 hours (if the City provides notice Monday through Friday) or 8 hours (if the City provides notice on Saturday or Sunday), of notification by the City if remote response has proven, in the reasonable discretion of the City, ineffective at resolving issues with the System.

(c) Contractor must remedy any defect in any Software or Equipment and either repair or, at the City's reasonable discretion, replace any defective module or swap the entire defective unit.

(d) Contractor must supply, at no additional cost, all labor and replacement parts necessary to ensure proper functioning of each System. Replacements must be new or equivalent to new in quality and must be comparable equipment of capacity and performance equal to or greater than the replaced module or unit. Replaced parts will become the property of Contractor.

(e) Contractor must promptly complete all repairs. Contractor must complete all repairs within 24 hours of notice from the City, or sooner in order to comply with the performance standards and warranties set forth in this Agreement. Contractor must notify the Department if it is unable to complete the repairs within 24 hours due to road deterioration, bad power, temporary traffic cabinets, or loss of phasing sequence. Unsafe conditions must be remedied as soon as possible.

Contractor warrants that: (a) Equipment replacement parts provided pursuant to this Agreement will be new (or equivalent to new in quality) and free from defects in materials and workmanship under normal use and service; (b) each of its employees, agents or representatives assigned to perform under this Agreement will have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed and performed in a manner compatible with City business operations at its premises; and (c) that all Equipment replacement parts, support services, and maintenance/repair services will be available during the term of the Agreement.

### **5.3 Improved Technology**

As part of the Support, Maintenance and Repair Services, Contractor shall (i) identify to City

new equipment or information processing technology developments or in accordance with the Statement of Work, including new software and hardware developments, that could reasonably be expected to have an impact on the Support, Maintenance and Repair Services (the "Improved Technology" and (ii) make recommendations to City for installation of the equipment on the System of such Improved Technology as Contractor deems would improve Contractor's performance of the Support, Maintenance and Repair Services (a "Recommended Installation"). If City approves Contractor's implementation of such Recommended Installation and Contractor realizes any cost savings in providing the Designated Services as a result of the implementation, of such Recommended Installation, Contractor shall identify such savings to City and City shall be entitled to a proportionate reduction in the monthly fees for any such Improved Technology for which the cost savings has been identified.

## **ARTICLE 6**

### **TERM OF AGREEMENT**

#### **6.1 Term of Agreement**

During the 60 months following the Effective Date, Contractor agrees to supply the Systems ordered by the City in accordance with the terms of this Agreement.

#### **6.2 Timeliness of Performance**

(a) Contractor must provide the Systems within the term and within the time limits required under this Agreement. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Agreement may result in economic or other losses to the City.

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the work or services, whether or not caused by the City.

#### **6.3 Extension Options**

(a.) An extension of operational and support and maintenance/repair services pursuant to this Section 6.3.a. will not extend past the date that is 60 months after the Effective Date unless extended by written amendment in accordance with Section 13.4.

(b.) Agreement Extension Option. The Chief Procurement Officer may at any time before the expiration of 60 months following the Effective Date elect, to extend this Agreement for up to one additional 2-year periods, under the same terms and conditions as this original Agreement by written amendment in accordance to Section 13.4.



**ARTICLE 7**  
**CONTRACTOR COMPENSATION**

**7.1 Basis of Payment**

The City will pay Contractor according to the Schedule of Compensation contained in attached Exhibit 2.

**7.2 Funding**

The sources of funds for payments under this Agreement are Fund Numbers: 007-0100-058-4140-0162-220162 and any other funds that may be appropriated. Payments under this Agreement must not exceed \$52,000,000.00 without a written amendment in accordance with Section 13.4.

**7.3 Non-Appropriation**

If no funds or insufficient funds are available, appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for work or services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts available, appropriated and budgeted by the City to fund payments under this Agreement.

**7.4 Reduction of Compensation**

(a) For each System that is not installed and operational (in accordance with the term of this Agreement) by the applicable Scheduled System Delivery Date, the City will suffer harm that is difficult or impossible to calculate, including loss of revenue relating to Red Light Violations for which citations were not issued. To help defray these losses, Contractor will pay the City, as liquidated damages, and not as a penalty, the amount of \$1,000 per day for each non-operational System up to 25 percent of the cost of the System.

(b) For each System that is not operational (in accordance with the terms of this Agreement) 95 percent of any consecutive 30-day period, the City will suffer harm that is difficult or impossible to calculate, including loss of revenue relating to Red Light Violations for which citations were not issued. To help defray these losses, Contractor will pay the City for each System that is operational less than 95 percent of any consecutive 30-day period, as liquidated damages, and not as a penalty, \$250 multiplied by the difference between 95 percent and the percentage that the System was operational during that 30-day period, but not more than \$1,250



per System per 30-day period. This calculation excludes situations outside of the Contractor's control such as bad power, knockdowns, deterioration of roads, and incorrect phasing (signal controller sequence).

(c) For purposes of this Section 7.4(c), "Program-wide Enforceability Percentage" means the number of Enforceable Images from all the Systems during any consecutive 30-day period divided by the aggregate number of Red Light Violations from all the Systems during that consecutive 30-day period, multiplied by 100. For purposes of this Section 7.4(c), "System Enforceability Percentage" means the number of Enforceable Images from a System during any consecutive 30-day period divided by the number of Red Light Violations from that System during that consecutive 30-day period, multiplied by 100. If the Program-wide Enforceability Percentage is less than 85, then the City will suffer harm that is difficult or impossible to calculate, including loss of revenue relating to Red Light Violations for which citations were not issued. To help defray these losses, Contractor will pay the City as liquidated damages, and not as a penalty, for each consecutive 30-day period in which the Program-wide Enforceability Percentage is less than 85, an amount equal to the product of \$85 multiplied by (i) multiplied by (ii), where:

(i) = The lesser of five (5) or the difference between 85 minus the Program-wide Enforceability Percentage for the applicable consecutive 30-day period;

(ii) = The number of Systems.

For purposes of calculating the Program-wide Enforceability Percentage and the System Enforceability Percentage the number of Red Light Violations will not include Red Light Violations: (a) for which the view from the System camera to the license plate of the vehicle committing the Red Light Violation is obstructed by either a ball hitch on the vehicle committing the Red Light Violation or a third-party vehicle; (b) for which the license plate of the vehicle committing the Red Light Violation is out of the camera frame because the vehicle is within more than one lane of traffic; and (c) that occur between the time a System pole is knocked-down by a third party and the earlier of the time that the pole is repaired (e.g., re-installed) by Contractor or 24 hours after the knock-down of the pole.

(d) The value of the Systems to the City is based, in part, on Contractor's providing the support, maintenance, repair, digital image verification and web-based authorization services in accordance with the terms of this Agreement. If in the sole determination of the Chief Procurement Officer, Contractor ceases to provide the Services noted in the preceding sentence in accordance with the terms of this Agreement, then the City will suffer harm that is difficult or impossible to calculate, including loss of value of the Systems. To help defray these losses, Contractor will pay the City as liquidated damages, and not as a penalty, for each System that the City has purchased: an amount equal to \$35,000.00 multiplied by [(60 minus the number of months that have lapsed since System Acceptance of the System) divided by 60].

(e) The City may offset such assessed liquidated damages against any amounts the City may owe to Contractor, but if the amount the City owes Contractor is inadequate to cover the amount to be offset, Contractor must promptly pay the City the amount of liquidated damages or the difference between them and the amount the City owes Contractor, as applicable.

(f) This provision is in addition to all of the City's rights and remedies for an event of default under this Agreement and in no way limits the City's ability to declare an event of default for Contractor's failure to comply with any term under this Agreement. Furthermore, any deduction made to payments due to Contractor under this provision in no way waives any of Contractor's performance obligations under this Agreement.

(g) The liquidated damages described above apply only to the specific performance events described above and not to any other events. The City retains the right to seek actual damages, including general breach of contract damages as a result of termination of this Agreement, for any events not specifically covered in paragraphs (a) through (c) above.

## **ARTICLE 8**

### **INSURANCE AND INDEMNIFICATION**

#### **8.1 Contractor Insurance**

##### **A. Insurance Requirement**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement, and any time period following expiration if Contractor is required to return and perform any of the work or services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

##### **(i) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

##### **(ii) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion) separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or

indirectly from the work.

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 with the same terms in this subsection.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor may maintain limits of not less than \$1,000,000 with the same terms in this subsection.

(iv) Error & Omissions/Professional Liability

When any system technicians, engineers, project managers or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(v) Valuable Papers

When any plans, designs, drawings, specifications, media, data, books, audit reports, records and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(vi) All Risk Property/Installation Floater

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property including Office of Emergency Management and Communications system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the project during the course of design, development, installation and testing until the project is completed, and accepted by the City. Coverage must include in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as a loss payee.

With the exception for knockdowns, Contractor is responsible for all loss or damage to City property at full replacement cost including the Redflex Traffic System equipment or loss to any other City property as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies), owned, used, leased or rented by Contractor.

#### B. Additional Requirements

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 7) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

All deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation except for Errors & Omission/Professional Liability against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this

Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The City of Chicago's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

## **8.2 Indemnification**

(a) Contractor must defend, indemnify, keep, and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees (collectively, "Indemnitees") from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's covenants and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under Section 12.2 of this Agreement;
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute; and
- (vi) any breach of the warranties and representations in Section 11.1 of this Agreement.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's



breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

(c) The City shall provide Contractor with prompt written notice of any such claim or suit. At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) Construction. The provisions of this Section 8.2 will not be construed in a manner that would violate the Illinois Construction Contract Indemnification for Negligence Act, 740 ILCS 35/1 *et seq.*

(f) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by Contractor's duties under this Agreement, including the insurance requirements under Section 8.1.

### **8.3 Patent and Copyright Indemnity**

Contractor warrants that the use of the Equipment and Software furnished under this Agreement, by itself, does not infringe any patent or copyright covering such product. Contractor must, at its own expense, defend the City against any claim, suit or proceeding brought against the City on the issue of any patent or copyright infringement with respect to the Equipment and Software furnished to the City; and pay the City any costs, damages and attorney's fees it is found liable for as a result of any lawsuit based on such a claim. The City will promptly notify Contractor of any claim which the City believes falls within the scope of this paragraph. The City will have the opportunity to participate in the defense at the City's own expense and will have the right to approve or receive appropriate compensation for any settlement which adversely affects the City's use or enjoyment of the Equipment or Software. The City will promptly notify Contractor of any such claim for which it seeks indemnification, allow Contractor sole control over the

defense and settlement of such claim, and provide Contractor with all reasonable assistance in such defense.

Contractor has the right, upon either the occurrence of or the likelihood, in the sole opinion of Contractor, of the occurrence of a finding of infringement ("Infringement Finding") to:

- (i) Procure for the City the right to continue using the Equipment or Software;
- (ii) Modify the infringing Equipment or Software so it is no longer infringing without adversely affecting the System's performance; or
- (iii) Replace the infringing Equipment or Software with other equivalent, non-infringing equipment or software without adversely affecting the Systems' performance.

If Contractor is unable to accomplish either (i), (ii) or (iii) above within seven days of an Infringement Finding, then at the City's sole option, Contractor must remove the entire System and refund the City the entire amount paid under this Agreement.

Contractor assumes no responsibility for any software which has been changed, modified, adapted or refitted without the express written authorization of Contractor.

## **ARTICLE 9** **DISPUTES**

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

The Contractor will not withhold performance of any Services and the City will not withhold any undisputed payments during the dispute resolution period. The Chief Procurement Officer's written determination must be complied with pending any judicial review of the dispute.

## **ARTICLE 10** **COMPLIANCE WITH ALL LAWS**

### **10.1 Compliance With All Laws Generally**

(a) Contractor must observe and comply with all applicable federal, state, county, and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 10, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute and must cause any Subcontractors to execute an Economic Disclosure Statement and Affidavit in the form attached to this Agreement as Exhibit 6. Notwithstanding acceptance by the City of the Economic Disclosure Statement and Affidavit, failure of the Economic Disclosure Statement and Affidavit to include all information required under the Municipal Code of Chicago renders this Agreement voidable at the option of the City.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to: (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules, and executive orders pertaining to the same or similar subject matter.

### **10.2 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulation, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in the Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

### **10.3 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1**

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent (“Owners”), spouses, and domestic partners of such Owners, Contractor’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (“Sub-owners”) and spouses and domestic partners of such Sub-owners (Contractor and all other preceding classes of persons and entities are together, the “Identified Parties”), shall not make a contribution of any amount to the Mayor of the City of Chicago (the “Mayor”) or to his political fundraising committee (i) after execution of this bid, proposal, or Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period where an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the



specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel, or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to handle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct, or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law, and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

**"Bundle"** means to collect contributions from more than one source which is then delivered by one person to the Mayor or in his political fundraising committee.

**"Other Contract"** means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment, or services which are approved or authorized by the city council.

**"Contribution"** means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) They are each other's sole domestic partner, responsible for each other's

- common welfare; and
- (B) Neither party is married; and
- (C) The partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) Each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) Two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months
  - 2. The partners have common or joint ownership of a residence
  - 3. The partners have at least two (2) of the following arrangements:
    - a. Joint ownership of a motor vehicle;
    - b. A joint credit account;
    - c. A joint checking account;
    - d. A lease for a residence identifying both domestic partners as tenants
  - 4. Each partner identifies the other partner as a primary beneficiary in a will

“**Political fundraising committee**” means “political fundraising committee” as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

#### **10.4 Environmental Warranties and Representations:**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that is, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank, or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor’s or any Subcontractor’s violation of the Waste Section, whether or not relating to the performance of this Agreement, constitutes a breach of and an even of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Contractor’s and its Subcontractor’s duty to comply with all applicable federal, state, county, and municipal laws, statutes, ordinances, and executive orders,

in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for termination of this Agreement, and may further affect the Contractor's eligibility for future contract awards.

#### **10.5 Federal Terrorist (No-Business) List**

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specialty Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, or judgement.

"Affiliate" means a person or entity which directly, or indirectly through intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract, or otherwise.

#### **10.6 False Statements**

##### **(a) 1-21-010 False Statements**

Any person who knowingly makes a false statement of material facts to the City in violation of any statute, ordinance, or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report affidavit, or oath, including a statement of material fact made in connection with a bid, proposal, contract, or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

##### **(b) 1-21-030 Aiding and Abetting**

Any person who aids, abets, incites, compels, or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings.  
(Added Coun. J. 12-15-04, p. 39915, § 1)

**10.7 Firms Owned or Operated by Individuals with Disabilities**

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

**10.8 Nondiscrimination**

In performing its work or services under this Agreement, Contractor must comply with applicable laws prohibiting discrimination against individuals and groups.

(a) **Contractor**

(i) **Federal Requirements**

In performing its work or services under this Agreement, Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation, or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating, or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the work or services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; and 41 C.F.R. Part 60 et seq. (1990), and all other applicable federal statutes, regulations, and other laws.



(ii) **State Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the work or services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code § 750 Appendix A. Furthermore, must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) **City Requirements**

Contractor must comply with, and the procedures Contractor utilizes and work or services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(b) **Subcontractors**

Contractor must incorporate all of the provisions in this Section 10.8 by reference in all agreements entered into with any suppliers of materials, furnisher of work or services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor, work or services in connection with this Agreement.

**10.9 Inspector General**

It is the duty of any bidder, proposer, or Contractor, all Subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents partners, and employees of any bidder, proposer, Contractor, Subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of the City of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

**10.10 MacBride Ordinance**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.



In accordance with Section 2-92-580 of the Municipal Code of Chicago, if Contractor conducts any business operations in Northern Ireland, Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 10.10 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

#### **10.11 Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

#### **10.12 Chicago "Living Wage" Ordinance**

(a) Section 2-92-610 of the Municipal Code of the City of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts,

specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
  - (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
  - (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.
- (b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in a (i) and a (ii) above are met, and will continue thereafter until the end of the term of this Agreement.
- (c) As of July 1, 2007, the Base Wage is \$10.33 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.
- (d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three (3) years.
- (e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt

status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

## **ARTICLE 11**

### **SPECIAL CONDITIONS**

#### **11.1 Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- (a) Warrants that Contractor is appropriately licensed under Illinois law to perform under this Agreement and will perform no work or services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) Warrants it is financially solvent; it and each of its employees, agents, Subcontractors of any tier are competent to perform under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) Warrants that it will not knowingly use the work or services of any ineligible Contractor or Subcontractor for any purpose in its performance under this Agreement;
- (d) Warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed and have not been deemed by the Chief Procurement Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago;
- (e) Warrants that the FTP files transfers made pursuant to this Agreement will be capable of co-existing with the software currently loaded into the Department's or Department of Revenue's computers;
- (f) Warrants that throughout the term of this Agreement, Contractor will take all measures necessary or useful to maintain and update each System to prevent loss of functionality to the System;
- (g) Represents that it has carefully examined and analyzed the provisions and requirement of this Agreement; it understands that nature of the Statement of Work; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the work and services in strict accordance with the provisions and requirements of this Agreement; and



(h) Represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

(i) Acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Section 12.1 and Section 12.3.

## **11.2 Confidential Information**

Contractor acknowledges that it and its employees, agents or representatives may, in the course of performance of this Agreement, be exposed to or acquire information which is proprietary to or confidential to the City or its affiliated companies or their clients. Any and all information of any form obtained by Contractor or its employees, agents and representatives in the performance of this Agreement will be considered to be confidential and proprietary information. Contractor must hold such information in strict confidence and not disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of work or services to the City under this Agreement and to advise each of its employees, agents and representatives of their obligations to keep such information confidential. It is understood that in the event of a breach of this provision, damages may not be an adequate remedy and the City is entitled to injunctive relief to restrain any such breach, threatened or actual.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Executive Director and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

## **11.3 Publicity**

Contractor and its employees, agents and representatives must not, without the City's prior written consent in each instance, use in advertising, publicity or otherwise the name of City or any City affiliate, or any officer or employee of the City, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the City or its affiliates, or represent, directly or indirectly, that any product or service provided by Contractor has been approved or endorsed by the City, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective customers. This Section 11.3 will survive termination of this Agreement.

#### **11.4 Independent Contractor**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(a) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with Contractor performing the work or services required under this Agreement.

(b) Contractor is not entitled to membership in the City of Chicago Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.

(c) The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

#### **11.5 Ethics**

In addition to the foregoing warranties and representations, Contractor warrants that:

(a) No officer, agent, or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(b) No payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(c) Contractor further acknowledges that any Agreement entered into, negotiated, or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.



### **11.6 Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

### **11.7 Business Documents**

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

### **11.8 Conflicts of Interest**

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its work or services under this Agreement.

(c) Upon the request of the City, Contractor must disclose to the City its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any work or services for the City on applications or other documents submitted to the City by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any work or services or have access to any confidential information, as described in Section 11.2 of this Agreement. If the City, by the Executive Director in his reasonable judgment, determines that any of Contractor's work or services for others conflict with the work or services Contractor is to render for the City under this Agreement, Contractor must terminate such other work or services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

#### **11.9 Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

#### **11.10 Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago, Section 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer. Contractor's completed Schedules C-1 and D-1 evidencing its compliance with this requirement are a part of this Agreement, in Exhibit 5, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City. The City intends to exercise purchases under this Agreement by issuing Contractor with notices to proceed for a certain number of Systems following budgetary approval. At such time the Contractor will submit to the City a completed Schedules C-1 and D-1 based on the total cost of the number of Systems purchased.

#### **11.11 Contractor's Personnel**

##### **(a) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed and qualified to perform all of the terms of this Agreement. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with written consent of the City, which consent the City will not withhold unreasonably. If the City fails to object to the revision within 14 days after receiving the notice, then the revision will be deemed accepted by the City. The Department may at any time in writing notify Contractor that the City will no longer accept performance under this Agreement by one or more persons assigned by Contractor. Upon that notice Contractor must immediately suspend the work or services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

**(b) Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the City. “**Key Personnel**” means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 11.11(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 1C.

**(c) Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement, Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 11.11(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

**11.12 Records and Audits**

**(a) Records**

Contractor must deliver or cause to be delivered to the City all records (including digital images and data produced by the Systems) produced pursuant to this Agreement to the City promptly in

accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the performance under the Agreement. In the event of the failure by Contractor to make such delivery upon demand, then and in that event, Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

Contractor must maintain copies of the images and related data produced by the Systems for not less than two (2) years following the date on which the image and data were produced. In addition, Contractor must maintain any such records not delivered to the City or demanded by the City, for a period of five (5) years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 14.

**(b) Audits**

Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is



determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5 percent of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50 percent of the cost of the audit and 50 percent of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5 percent or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with Sections A. or B. above is an event of default under Section 12.1 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

#### **11.13 Additional Provisions Relating to Public Works and Construction Projects**

To the extent applicable Contractor must comply with the provisions in Exhibit 12 relating to public works projects and construction projects.

### **ARTICLE 12** **EVENTS OF DEFAULT, REMEDIES, EARLY TERMINATION,** **SUSPENSION, RIGHT TO OFFSET & ANTI-SCOFFLAW**

#### **12.1 Events of Default**

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (i) Failure due to a reason or circumstances within Contractor's reasonable control to perform the work or services with sufficient personnel and equipment or with sufficient material to ensure the performance of the work or services;



- (ii) Failure to perform the work or services in a manner reasonably satisfactory to the Executive Director or the Chief Procurement Officer or inability to perform the work or services satisfactorily as a result of insolvency, filing for bankruptcy, or assignment for the benefit of creditors;
  - (iii) Failure to promptly re-perform, within a reasonable time any component of the System that was properly rejected as erroneous or unsatisfactory;
  - (iv) Discontinuance of the maintenance/repair services for reasons within Contractor's reasonable control;
  - (v) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination;
  - (vi) Inability of a System or any component of a System to substantially meet the performance standards stated in this Agreement;
  - (vii) Failure to provide the Systems in accordance with the terms of this Agreement;
  - (viii) Failure to provide a performance and payment bond in accordance with the terms of this Agreement;
  - (ix) Failure to have and maintain all professional licenses required by law to perform the Services.
- (c) Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (d) In the event this Agreement is terminated prior to any System Acceptance, Contractor must refund to the City all payments made for the Systems that have not been accepted. In the event this Agreement is terminated after System Acceptance, the parties will not be limited by this Section 12.1.
- (e) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- (f) Failure to comply with Section 10.1 in the performance of the Agreement.

(g) Contractor's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

(h) Contractor's default following System Acceptance also is a default with respect to its supplying the Systems to the City.

## **12.2 Remedies**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 35 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under Article 9 (the Disputes provision) of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given, as provided in this Section 12.2 and Article 14, Contractor must discontinue any work or services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. After giving a Default Notice, the City may invoke any or all of the following remedies:

- (a) The right to take over and complete the work or services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the work or services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the work or services that were assumed by the City as agent for Contractor under this Section 12.2;
- (b) The right to terminate this Agreement as to any or all of the work or services yet to be performed effective at a time specified by the City;
- (c) The right to money damages;
- (d) The right of specific performance, an injunction or any other appropriate equitable

remedy;

- (e) The right to withhold all or any part of Contractor's compensation under this Agreement;
- (f) The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the Chief Procurement Officer considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the work or services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties, or obligations under this Agreement nor does the City waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **12.3 Early Termination**

In addition to termination under Section 12.1 and Section 12.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the work or services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 14. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later.

If the City elects to terminate this Agreement in full, all work or services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective ten (10) days after the date the notice is considered received as provided under Article 14 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any work or services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 7 and Exhibit 2, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed work or services. The City and Contractor must attempt to agree on the amount of compensation to be

paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 9 of this Agreement. The payment so made to Contractor is in full settlement for all work and services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City to the extent inconsistent with this provision.

If the City's election to terminate this Agreement for default under Section 12.1 and Section 12.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 12.3.

#### **12.4 Suspension**

The City may at any time request that Contractor suspend its work or services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice in the event of emergency. No costs incurred after the effective date of the such suspension are allowed. Contractor must promptly resume its performance of the work or services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of work or services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the work or services must be treated in accordance with the compensation provisions under Article 7 and Exhibit 2 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 12.3.

#### **12.5 Right to Offset**

- (a) In connection with performance under this Agreement, the City may offset any excess costs incurred:
  - (i) If the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
  - (ii) If the City exercises any of its remedies under Section 12.2 of this Agreement; or

(iii) If the City has any credits due or has made any overpayments under this Agreement.

The City may offset these excess costs by use of any payment due for work or services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Contractor to the City. For purposes of this Section 12.5, "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) Notwithstanding the provisions of subsection 12.5(b) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- A. Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Contractor is in compliance with the agreement; or
- B. Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- C. Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

(c) In connection with any liquidated or unliquidated claims against Contractor:



Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

### **ARTICLE 13**

### **GENERAL CONDITIONS**

#### **13.1 Entire Agreement**

##### **(a) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises, or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

##### **(b) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing of any kind whatsoever, by the City, its officials, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the work or services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

##### **(c) No Omissions**

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation,

promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

### **13.2 Most Favored Customer**

For the complete period covered by this Agreement, Contractor must treat City as its most favored Customer. In according such treatment, Contractor must use commercially reasonable efforts to avoid reassigning any staff assigned to City projects to other projects until such time as the City projects are satisfactorily completed. Contractor represents that all of the prices, terms, warranties and benefits granted by Contractor hereunder are comparable to or better than the equivalent terms being offered by it to any present customer of Contractor under similar circumstances. If during the term of this Agreement Contractor enters into arrangements with another customer providing such City more favorable benefits and terms Contractor must notify City within seven (7) days of such more favorable benefits and terms, and this Agreement will thereupon be considered amended to provide the same terms to City.

### **13.3 Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

### **13.4 Amendments**

No changes, amendments, modifications, or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Services without a written amendment to this Agreement under this Section 13.4.

Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

### **13.5 Governing Law and Venue**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. In particular, except to the extent that the provisions of this Agreement are inconsistent therewith, this Agreement will be governed by the Uniform Commercial Code as enacted by the State of Illinois ("U.C.C."). To the extent that there are any work or services to be

rendered in performance of the terms of this Agreement, such work or services will be deemed "goods" within the definition of the U.C.C.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

### **13.6 Severability**

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative, or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative, or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative, or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

### **13.7 Assignments and Subcontracts**

Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the work, services or this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the work or services under this Agreement under no

circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

Contractor, upon entering into any agreement with a Subcontractor, must furnish the Chief Procurement Officer and the Department with a copy of its agreement. All subcontracts must contain provisions that require the work or services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the work or services.

Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, Chapter 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for work or services performed under this Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third-party beneficiary rights.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

### **13.8 Cooperation**

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the work and services, if any, orderly demobilization of its own operations in connection with the work and services, uninterrupted provision of work and services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

### **13.9 Quiet Enjoyment**

The City will be entitled to the use of the Equipment, Contractor Licensed Software and third-party software transferred under this Agreement without any disturbance, interference,

interruption, lawsuit or claim concerning title to or right to use the Equipment, Contractor Licensed Software and third-party software, subject only to its obligation to make payment as required by this Agreement. Contractor must not create or be a party to any disturbance, interference, interruption, lawsuit, or claim, and must, in good faith, defend any such lawsuit or claim. If the City suffers any damage as a result of any such disturbance, interference, interruption, lawsuit, or claim, Contractor must compensate the City for all such damages.

#### **13.10 No Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state, or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

#### **13.11 Force Majeure**

No failure or delay by either party in the performance of its obligations pursuant to this Agreement shall be deemed a default of this Agreement to the extent such failure or delay is due to a "Force Majeure Event," provided that such failure or delay could not have been prevented or mitigated by reasonable precautions and cannot reasonably be circumvented by the nonperforming party through the use of alternate sources, workaround plans, or other means. "Force Majeure Event" means fire, flood, earthquake, act of war, terrorism, riot, civil disorder, or other such event or condition beyond the relevant party's reasonable control.

### **ARTICLE 14** **NOTICES**

Notices provided for in this Agreement, unless expressly provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:



If to the City: Office of Emergency Management and Communications  
1411 West Madison Street  
Chicago, Illinois 60602  
Attention: Executive Director

and

Department of Procurement Services  
City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copies to: Department of Law  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Contractor: Redflex Traffic Systems, Inc.  
15020 North 74th Street  
Scottsdale, AZ 85260  
Attn: Chief Executive Officer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 14. Notices delivered by mail are deemed received three days after mailing in accordance with this Article 14. Notices delivered personally are deemed effective upon receipt. Refusal to accept delivery has the same effect as receipt.

#### **ARTICLE 15** **CONTRACTOR'S AUTHORITY**

Execution of this Agreement by Contractor is authorized by a resolution of its board of directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**SIGNED at Chicago, Illinois:**

**CITY OF CHICAGO**

By: Richard M. Daley <sup>MMF</sup>  
Mayor

Steven J. Lux <sup>Eof</sup>  
Comptroller

Montel M. Daylan <sup>TD</sup>  
Chief Procurement Officer

**REDFLEX TRAFFIC SYSTEMS, INC.**

By: Karen Finley

Name: Karen Finley

Title: President & CEO

Attest: Justine L. Weeks

State of Arizona

County of Maricopa

This instrument was acknowledged before me on February 4, 2008 (date) by Karen Finley (name/s of person/s) as President & CEO (type of authority, e.g., officer, trustee, etc.) of Redflex Traffic Systems (name of party on behalf of whom instrument was executed).

Briana Thompson  
Notary Public Signature

Commission Expires: 2-11-2011



**SIGNED at Chicago, Illinois:**

**CITY OF CHICAGO**

By: Rahand M. Daley <sup>mayor</sup>  
Mayor  
Steven J. Lux <sup>EoT</sup>  
Comptroller  
Monica M. Ayres <sup>HD</sup>  
Chief Procurement Officer

**REDFLEX TRAFFIC SYSTEMS, INC.**

By: Karen Finley  
Name: Karen Finley  
Title: President & CEO  
Attest: Cristina Weekes  
State of Arizona  
County of Maricopa

This instrument was acknowledged before me on February 4, 2008 (date) by Karen Finley (name/s of person/s) as President & CEO (type of authority, e.g., officer, trustee, etc.) of Redflex Traffic Systems (name of party on behalf of whom instrument was executed).

Briana Thompson  
Notary Public Signature  
Briana Thompson  
Commission Expires: 2-11-2011



**SIGNED at Chicago, Illinois:**

**CITY OF CHICAGO**

By: \_\_\_\_\_

Mayor

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Chief Procurement Officer

**REDFLEX TRAFFIC SYSTEMS, INC.**

By: Karen Finley

Name: Karen Finley

Title: President & CEO

Attest: Dristina Weekes

State of Arizona

County of Maricopa

This instrument was acknowledged before me on February 4 2008 (date) by Karen Finley (name/s of person/s) as President & CEO (type of authority, e.g., officer, trustee, etc.) of Redflex Traffic Systems (name of party on behalf of whom instrument was executed).

Briana Thompson  
Notary Public Signature

Commission Expires: 2-11-2011



## **EXHIBIT 1**

### **STATEMENT OF WORK**

#### **A. Site Analysis**

In order to assist the Executive Director in selecting the intersections at which the Systems are to be installed, at the request of the Executive Director, Contractor will:

- i. Perform a site analysis that measures the number of violations by approach with surveys to be completed upon City's request;
- ii. Inspect the pavement conditions and existing pavement markings;
- iii. Submit to the Executive Director a report that summarizes the results of the site analysis with surveys to be completed upon the City's request and the intersection of the pavement conditions and the existing pavement markings;

Within ten (10) days of the Executive Director's selecting (with the advice of the CPD) an intersection at which a System is to be installed, Contractor will submit to OEMC for approval the Installation Plans for the System.

#### **B. System Installation**

Contractor will install each System in accordance with the terms of this Agreement (including Exhibit 12). All work performed within the public way must meet all applicable City and State of Illinois standards for construction including those standards relating to traffic control. Contractor will provide a phone connection to each System for remote access. Contractor will install, but not maintain, on Equipment signage provided by the City.

#### **C. System Operation**

Contractor will operate (i.e., cause the System to function in accordance with the terms of this Agreement) each System 24 hours a day, 7 days a week, during the term of the Agreement, as may be amended. At a minimum, each System must be operational (in accordance with the terms of this Agreement) 95 percent of any consecutive 30-day period and 85 percent of the images of Red Light Violations during any consecutive 30-day period must be Enforceable Images. For purposes of calculating the percentage of images of Red Light Violations that are Enforceable Images, the number of Red Light Violations will not include those Red Light Violations: (a) for which the view from the System camera to the license plate of the vehicle committing the Red Light Violation is obstructed by either a ball hitch on the vehicle committing the Red Light Violation or a



third-party vehicle; (b) for which the license plate of the vehicle committing the Red Light Violation is out of the camera frame because the vehicle is within more than one lane of traffic; and (c) that occur between the time a System pole is knocked down by a third-party and the earlier of the time that the pole is repaired (e.g., re-installed) by Contractor or 24 hours after the knock-down of the pole. As part of the operation of each System, Contractor will provide, in a manner consistent with Section 4.11, the City with continuous web-based access to real-time images from each of the Systems.

**D. Support, Maintenance and Repair (including replacement) Services**

Contractor will provide support, maintenance and repair (including replacement) services in accordance with Exhibit 4.

**E. Training**

Contractor will provide training in accordance with Section 4.15.

**F. Public Information / Outreach Services**

During the term of this Agreement, as may be amended, Contractor will provide approximately 50 hours per quarter of assistance to the City for (i) the compilation of brochures regarding industry updates and frequent questions regarding DARLEP and (ii) the development and implementation of a public awareness program regarding DARLEP.

**G. Reporting Services**

Contractor will provide the reports identified in Exhibit 4. In addition, Contractor will provide statistical reports and safety overviews, as may be reasonably requested by the Executive Director.

**H. Operational Support**

**1. Digital Image Verification and Storage / Revenue Coordination**

Within two (2) business days following the date on which an apparent Red Light Violation is recorded by a System, Contractor will perform Digital Image Verification and transfer to the Department of Revenue those digital images that Contractor reasonably believes would constitute Enforceable Images (the "Verification Images"). Contractor will provide the City with internet access to Contractor's "Police Authorization" module to enable the Department of Revenue to review the Verification Images (see paragraph item H.2 below). Within two (2) days following notice from the Department of Revenue, Contractor will transfer (via an FTP site) to the Department of Revenue those digital images that the Department of Revenue has determined constitute Enforceable Images. In accordance with Section 9-102-030 of the Municipal Code of the

City of Chicago, the Department of Revenue, as opposed to Contractor, is responsible for mailing citations to the registered owner of the vehicle that committed a violation of Sections 9-8-020(c) or 9-16-030(c) of the Municipal Code of the City of Chicago.

Contractor will store all images produced by the Systems and related data for two (2) years from the date that such image and data were produced. Contractor will store each day's images in a separate directory.

**2. Web-Based Authorization Services**

Contractor will provide web-based access to the City for verifying Red Light Violations. That web-based access will be available 24 hours a day, 7 days a week with the following exception: routine maintenance performed on weekends between 4 a.m. and 6 a.m. Central Standard Time. Contractor must obtain the Executive Director's approval prior to installing any upgrades (including browser and encryption upgrades) that may affect the City's ability to connect to Contractor's website or the FTP server's ability to perform normal operations.

Contractor's web-based access will provide the City the ability to review and approve or reject Red Light Violations. Contractor will send to the City via FTP all Red Light Violations that are approved by the City for processing as a citation. All data created during this process is the property of the City. Contractor will provide the City with web-based access to reports regarding the quantities of Red Light Violations from each System and the reasons for Contractor's determining that an image was not a Verification Image. The City will use a public utility crystal report generation tool combined with Internet Explorer version 5.0 or higher to access those reports.

**3. Relocation**

At the request of the Executive Director, Contractor will temporarily remove (and re-install) or relocate a System to a different approach at the current intersection or to a new intersection. The cost of the equipment relocation and construction are listed in Attachment A of this Exhibit I.

**4. On Line Viewing of Violations from the Internet**

Contractor will create and maintain a web site, with coordination of the City's Department of Revenue on citation verbiage, specifically designed for citizens the ability to view their violation on-line from any Internet accessible computer. Citizens will be required to type in a city code (which will be provided to them on the citation), the citation number and the license plate of their vehicle. This will give them immediate access to a 12 second full color digital video and digital stills of their specific violation. It is anticipated that this enhanced feature will increase public acceptance of the technology while at the same time reduce the number of appeal hearings requested.

**5. Local Processing Center**

Contractor will also commit to opening a processing center within the corporate limits of Chicago. Within 60 days of execution of this Agreement all Contractor performed verifications of Chicago detections will occur. This facility will also house a local Customer Service Representative as well as provide office space and work space for Chicago based technical services staff. This facility is expected to be staffed on a full-time basis.

**6. Statistical and Analytical Reports**

Contractor technicians will provide relevant statistical and analytical reports for the City as needed. A monthly report is generated and given to the Executive Director detailing activities from each System active within the City at that time. This report will include violation counts and prosecutability ratios. Additional reports could be created to meet the informational needs as they develop.

**7. Coordinate and React to FOIA Requests.**

Contractor proposes to search data banks for Freedom of Information Act ("FOIA") requested information and, if available, copy that data onto a suitable media for transmittal to the requesting citizen or news media outlet. Such transmittal could be on a CD, DVD, other electronic means or paper copy.

**8. Substantially Increase Storage Capability**

Contractor will substantially increase storage capability in order to record and save digital streaming video from each and every location, including non-red light violations within the City for 72 hours. Additionally, Contractor will, upon request, copy that data to the City in a format that is compatible to the City's equipment.

**9. Target Installation Schedule Based on Available Funding**

44 Intersections (88 Systems) in 2008  
44 Intersections (88 Systems) in 2009  
44 Intersections (88 Systems) in 2010  
44 Intersections (88 Systems) in 2011  
44 Intersections (88 Systems) in 2012

**10. Background Checks**

At the City of Chicago's request, Contractor will make available all reports on employee's background and employment history on contractors working under this Agreement.

**ATTACHMENT A**

**RELOCATION COSTS**

**DESCRIPTION OF WORK TO BE COMPLETED AS REQUIRED**

|   |                        |
|---|------------------------|
| <b>Relocate Roadside Cabinet:</b>   | <b>\$13,500.00</b>     |
| New cabinet foundation, new quazite and ground rods, new conduit to existing handhole, Remove existing concrete, replace after controller is installed, landscaping if required. Remove the existing cable and install a new cable to new cabinet location. Existing wire may be reused if the location of the new controller is same distance from the equipment. Install new cabinet and terminate. Remove existing Cabinet and relocate, remove existing concrete foundation, quazite and ground rods, replace sidewalk squares and landscape if required. |                        |
| <b>Relocate Flash / Flash Pole:</b>   | <b>\$6,000.00</b>      |
| New Pole foundation, new conduit, and wire. Existing wire may be reused if the location of the new controller is same distance from the equipment. Remove existing concrete for new pole, replace concrete after foundation is installed, landscaping if required. Remove existing flash unit complete and relocate to new foundation. Remove existing foundation, replace concrete and landscape if required. Includes boring a new conduit to the closest handhole and enclosure post   |                        |
| <b>Relocate Enclosure / Enclosure Pole:</b>   | <b>\$6,000.00</b>      |
| New pole foundation, new conduit, and wire. Existing wire may be reused if the location of the new controller is same distance from the equipment. Remove existing concrete for new pole, replace concrete after foundation is installed, landscaping if required. Remove existing flash unit complete and relocate to new foundation. Remove existing foundation, replace concrete and landscape if required. Includes boring a new conduit to the closest handhole and flash unit post  |                        |
| <b>Installation of Loop Dive:</b>   | <b>\$1,900.00</b>      |
| Installation of new loop dive from the pavement to the sidewalk area. Removal and replacement of sidewalk square to tie into quazite New conduit and new quazite junction box landscaping if required   |                        |
| <b>Removal and Installation of In-Ground Loops:</b>   | <b>\$750.00 / loop</b> |
| Installation of loops; 2 required per lane<br>IMSA #14Awg wire to be used for standard detection loops<br>Up to 4 contiguous lanes can have presence loops installed  |                        |

**Engineering Fees:**

**\$2,000.00**

Drafting and Utility Coordination

**Based on the Description of Work to be Completed as Required, Cost not to Exceed for Relocation at Current Intersection includes:**

**\$21,900.00**

Cabinet relocation is not included in pricing; cabinet to remain in place.

Scope of work to following guidelines defined in Exhibit 1-B.

No ADA work included with pricing.

Fees to be absorbed by Redflex Traffic Systems are construction oversight, technician time (set up of new location), communication fees (install & coordination) & 5 day test process.

**Based on the Description of Work to be Completed as Required, Cost not to Exceed for Relocation of "Standard" Installation (2 approaches) at New Intersection includes:**

**\$45,000.00**

Scope of work to following guidelines defined in Exhibit 1-B.

No ADA work included with pricing.

Fees to be absorbed by Redflex Traffic Systems = construction oversight, technician time (set up of new location), communication fees (install & coordination) & 5 day test process.



**EXHIBIT 1A****EQUIPMENT**

Each System will include all Equipment and Software necessary for the System to perform in accordance with the terms of this Agreement, including the following:

| Item   | Item count<br>per approach | Redflex Part Number |
|--|----------------------------|---------------------|
| Redflex NK6 Camera Enclosure, 3 Cameras<br>and Computer Housing (Computer installed) | 1                          | DCAM 4/DCAM-30      |
| Redflex Flash Enclosure (Scene /Plate)   | 2                          | IFLSH 18            |
| 300W Plate flash (Variable)  | 1                          | IFLSH 254           |
| 600W Scene Flash (Variable)  | 1                          | IFLSH 124           |
| Rittal Custom Roadside Cabinet   | 1                          | CNSTR 161           |
| Smartscene Color Video Camera & Interface<br>Card                                    | 1                          | DCAM 118/119        |
| Redflex Site Detection Control Module - Loop<br>(for Red-light only approaches)      | 1                          | SDCM 23             |
| Peripheral Component Interconnect (PCI) card   | 1                          | COMP 49             |
| RS323 to RS422 converter   | 2                          | COMP 241            |
| Local Area Network 8 port Hub  | 1 per intersection         | NET 251             |
| Router (Firewall)  | 1 per intersection         | NET 126             |
| 15 Watt 12VDC power supply   | 1                          | DIN 300             |
| Residual Current Protection Device   | 2                          | DIN 299             |
| Redphase/Yellowphase interface relay   | 2                          | DIN 294             |
| Breakaway Pelco base with 10' x 4"<br>Threaded Galvanized Pole                       | 2                          | CNSTR 289           |

## **EXHIBIT 1B**

### **SCOPE OF WORK - CONSTRUCTION**

The following details describe the work to be completed in a “*standard*” red light enforcement installation; all work outside of the scope shown is to be assessed and billed accordingly. This additional invoice would be added to the payment schedule as shown in Exhibit 2. A line item detail (invoice) will be submitted to Chicago prior to the undertaking of construction. A signature from a City Officer will be required for the commencement of any required work outside the scope described.

The work to be completed is to include but not limited to the following;

#### **WORK SCHEDULE**

Construction is to take place on business days during daytime hours. The daytime hours are stipulated by permit specifications. Electrical work will follow terms set forth in the Collective Bargaining Agreement between International Brotherhood of Electrical Workers (IBEW) and Middle States Electrical Contractors Association of the City of Chicago.

#### **EQUIPMENT**

Equipment – A “standard” installation is a dual approach (2 systems at an intersection) and includes the following: a roadside cabinet, 2 camera housings (enclosures), 4 flash units (wattage to be determined by contractor), 4 posts to support camera/flash housing and a streaming video server.

**This is to Take into Account and Include Items Listed in Exhibit 1A.**

#### **SELECTION PROCESS**

Preliminary Walk Through – Contractor shall inspect sites prior to final selection of an enforcement intersection. Visit to include; visual check of road conditions, verify stop bar to be in place, confirm line of sight for photo equipment, visual inspection of utility conflicts (to be later confirmed by Chicago Office of Underground Coordination (OUC)), measurement of power at time of visit and status of signal controllers. Upon completion a report will be submitted to Chicago officials detailing each direction of every intersection submitted for review.

**Following the Preliminary Walk Through, Contractor will Coordinate a Subsequent Visit with Electrical Contractor, Chicago Bureau of Electricity (BOE) and Other Utilities as Required.**

#### **COMMUNICATIONS**

Internet Connection – Contractor will make arrangements for Internet Service Provider (ISP) hookup at each site. Contractor has authorization to select ISP of choice. If another technology or process becomes available the City and Contractor must agree to terms prior to change.

## **Current Providers Include Comcast Cable and AT & T Internet**

### **CONDUCTORS**

Between City Traffic Cabinet and Contractor Installed Road Side Cabinet

Power – A 40amp breaker is to be installed in the City traffic control cabinet. This is to supply 120Vac to the Contractor roadside cabinet. Three conductors (power, neutral & ground), at minimum #8Awg copper stranded, will be installed to carry the 120 volts.

Phasing – A solid #14Awg conductor per each monitored signal will be installed. This is to include the installation of an inline fuse kit per each conductor with a 5Amp fuse to be placed in the City traffic control cabinet.

Between Contractor Installed Road Side Cabinet and Camera/Flash Housings

Power – Between each housing and the road side cabinet 2 conductors (power & neutral) to be installed, each conductor to be at minimum #10Awg stranded copper.

Ground – #8Awg copper conductor shall be used between Contractor roadside cabinet and each housing, the conductor will be connected to each foundation ground rod.

Between Contractor Installed Road Side Cabinet and Camera Housing

Communications – 3 Cat5 or Cat6 cables to be installed between each camera enclosure and Contractor installed roadside cabinet. This run is not to exceed 330ft, the maximum distance allowable distance for confirmed communications using Cat5 or Cat6 cable.

Between Camera Housing and Flash Housing

Flash Trigger – A #18Awg stranded copper double twisted pair (4 conductors) will be installed between the camera enclosure and each flash arm.

Between Road Detection Loops (Junction Box) and Contractor Installed Road Side Cabinet

Lead In Cable – Consists of twisted pairs #14Awg stranded and shielded to be installed between Contractor's road side cabinet and Junction box.

Between Contractor Installed Road Side Cabinet and ISP Provider Hookup

ISP Hookup – Cat5, Cat6 or Coax cable will be installed between Contractor installed cabinet and utility access for ISP provider.

## **A Conductor Schedule is Submitted with Each Print to be Approved by the City**

### **CONDUITS**

Under Roadways – Per agreement between Chicago BOE and Contractor the use of existing conduits is permissible by Contractor, if space allows. If it is found conduits in place do not have sufficient space to allow the required conductors needed for photo enforcement and directional boring is necessary it will be presented as an invoiced item prior to work commencing.

Contractor agrees to make every effort to use existing conduit.

Under Walkways – At minimum a 2 inch conduit will be installed to allow conductors to be put in place between the Contractor road side cabinet and enclosure/flash housings. Another application would be the ISP connection; conduit is to be put in place to allow connectivity between ISP hub and Contractor road side cabinet. The process in which the conduit will be put in place shall be trenching or directional boring. Contractor agrees to be minimally intrusive of surrounding area.

Under Curb – At minimum a 1 inch conduit per each pair of detection loops will be installed under the curb extending from the roadway to sidewalk/walkway. This is commonly referred to as the loop dive, allowing the loop wire to be run under the curb.

**All Conduit Placement to be Approved through Standard CDOT OUC Process**

**FOUNDATIONS**

Roadside Cabinet - Foundation is to be dug and concrete poured to secure the road side cabinet. Foundation depth to be at minimum 3' or 6" below the frost line, the dimensions to be disclosed with each submitted print. As current the foundation is a 28" square.

Camera/Flash Housings – Foundation is to be dug and concrete poured to secure the camera and flash housing. Foundation depth to be at minimum 3' or 6" below the frost line, the dimensions to be disclosed with each submitted print. Foundation maybe round or square, as current the dimensions are 24" round.

**All Foundations to have ¾" by 15' Ground Rod Installed**

**LOOPS**

Presence Loop – International Municipal Signal Association (IMSA) #14Awg wire to be used for standard detection loops. Each lane is to contain no more then 2 loops, leading and lagging. Up to 4 contiguous lanes can have presence loops installed.

Junction Box – Commonly referred to as a Quazite box to be installed in walkway to allow access to loop splice. This is done for the convenience of maintaining loops.

Road Conditions – Contractor will complete a walk through of all approaches prior to construction this is to include a visual inspection of road conditions. A written report will be submitted to the City. If the road conditions pass the visual inspection the Contractor will warrant loop operation for 1 year from GO LIVE date, this is to include road repairs needed to sustain operation of loops. A waiver must be signed by Chicago of 1yr liability of loops for construction to take place if road conditions to not meet Contractors requirements.

**All other Detection Types would have to be Agreed upon by Contractor and City prior to Install, this to include Piezo, Secondary Red Light and Video Loops**

## **SIGNS**

Photo Enforcement Signs – City is to install and maintain photo enforcement signs during the duration of contract.

## **RESTORATION**

Finishing of Construction – Contractor will restore the work environment to at minimum the same condition prior to the start of construction. Contractor will strive be minimal in their obtrusiveness in the construction area. This is to include walkways (sidewalk or parkways), roads and physical appearance of nearby structures. Any disturbance directly related to construction of red light equipment to be held liable by Contractor or its subcontractors.

**All Work to be Completed Outside the DIRECT Restoration of the Disturbed Environment by Contractor to be Invoiced to City. All Additional Costs for ADA Compliance Work not Directly Related to the Construction of the System by Vendor Shall be invoiced to the City.**



**EXHIBIT 1C**

**LIST OF KEY PERSONNEL**

**Name**

**Title**

Bill Braden

Director of Operations

Robert Warner

Program Director

Martin G. O'Malley

Customer Service Representative

Gregory Furman

Regional Operations Manager

## **EXHIBIT 2**

### **SCHEDULE OF COMPENSATION**

Contractor must invoice the City in the amount of \$24,500.00 for each System that the City accepts (i.e., System Acceptance). The \$24,500.00 amount for each System includes Contractor's compensation for the System and all Redflex Program services and work provided to the City, including Contractor's:

- (a) Site analysis;
- (b) System installation;
- (c) Warranty for 12 months following System Acceptance of that System:  
See Exhibit 1; C through G.

Contractor will not be compensated separately for the above work, parts, and services.

Contractor must invoice the City, for the Systems selected by the City, a maintenance fee of \$1,150.00 per System per month, after the Warranty period, for the above Item (c) (in which those services were included within the \$24,500.00 System purchase price).

Contractor must invoice the City, for the Systems selected by the City, an operational fee of \$2,750.00 per system per month after System Acceptance relating to the Operational Support. See Exhibit 1; H.

Contractor must submit monthly invoices to the City, in accordance with the schedule of compensation set for in this Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Systems, work and services provided and accepted under this Agreement.

**EXHIBIT 3**

**CONTRACTOR BENCHMARK TESTS**

System produces three separate still digital images (a rear image of the vehicle just behind the stop bar with the traffic signal already red, a rear image while the vehicle is in the intersection and a zoomed image of the vehicle's rear license plate) and one 12-second digital video clip (six (6) seconds before and six (6) seconds after the vehicle crosses the stop bar) of each Red Light Violation. Each individual picture shows the date, time, duration of the yellow cycle and time into the red cycle, location, detected vehicle speed, and posted speed limit.

License plates and red traffic light are to be clearly visible both day and night inclusive of all weather conditions.

At least 85 percent of the images of Red Light Violations during any consecutive five-day period must be Enforceable Images.

System is operational at least 95 percent of the time during any consecutive five-day period.

**EXHIBIT 4**

**SUPPORT, MAINTENANCE, AND REPAIR (INCLUDING REPLACEMENT)  
SERVICES**

**Support and Maintenance, generally:**

Contractor will provide the following support services and maintenance and repair services:

- a. Provide a project manager, located within the Chicago area, who is available 24 hours a day, 7 days a week, to answer questions and resolve issues relating to the Systems;
- b. A 24-hour help line;
- c. Provide dedicated site support through pre-emptive and on-site maintenance and repair (including replacement) programs designed to identify potential problems expeditiously before they affect System operations as well as the repair of identified discrepancies while minimizing downtime to operational systems;
- d. Run/maintain/monitor Systems at peak efficiency;
- e. Maintain and upgrade software and hardware support for the duration of the Agreement;
- f. Remote and on-site troubleshooting and debugging for production issues daily to ensure Enforceable Images are produced;
- g. On-site assistance for planners, users, super users and end user training;
- h. Equipment, Software, and documentation support; and
- i. Integration workflows support.
- j. Exterior cleaning of cabinets and camera enclosures.
- k. Graffiti removal at each location. Technicians will paint over graffiti and touch up equipment as needed.
- l. Preliminary electrical grounding inspection and verification, each foundation is given a ground rod. Onsite visits require the technician to confirm connections to each ground rod.
- m. Incoming AC voltage checks using a digital volt meter. Any locations showing a 10% variance of the expected rated voltage is reported to Chicago Streets and Sanitation, Bureau of Electricity (BOE).

- n. The 12Volt power supply is confirmed operational and a check of the voltage is done. If there is a ½ volt or greater difference an adjustment is made.
- o. Ohm resistance checks to ensure that loop detection devices are functioning properly; if a reading greater than 2 Ohms is measured the loop is inspected.
- p. Physically opening each cabinet and inspecting to ensure cleanliness and safe connectivity of all wiring and switches.
- q. Clean the glass of each system and weather treat it.
- r. Inspection and verification of heating elements.
- s. Confirm all PHOTO ENFORCEMENT signs to be in place.
- t. Check of Quazite box and examination of loop splices.
- u. Removal of ice and snow as weather dictates.
- v. Street inspection to ensure that roadway conditions, to include painted violation lines, are suitable for detection and prosecution.
- w. Communications verification by PINGING a specific remote IP address.
- x. Certification validity will be checked and renewed as needed.
- y. Recording and documenting each visit, an onsite worksheet is filled out by the technician and is kept electronically.
- z. A monthly maintenance report detailing results will be given to appropriate City officials.

Contractor personnel will coordinate with the various utilities prior to City permitting of utility roadworks (blue stake).

### **Equipment Maintenance and Support**

Contractor will provide a comprehensive Equipment maintenance and support program through pre-emptive and on-site maintenance technology (to allow for download of Systems diagnostics for scheduling of preventative maintenance on a daily basis), remote status checks, and emergency response.

On a daily basis, Contractor will ensure that each System meets the following parameters and will perform the following performance tests:



- a. The camera has a valid certificate to ensure it is authorized to process encrypted information;
- b. The enforcement mode is enabled and in the correct mode (e.g. red light only, speed only, or both);
- c. The time in the red phase at which point the cameras capture Red Light Violations is properly configured;
- d. The detection device that interfaces to the external input signals at the intersection (i.e., inductive loop signals) is configured and functioning correctly;
- e. Each lane enforced has the appropriate image capture settings configured to capture the offending vehicle at the appropriate time during the violation, and that it is set to the correct enforcement mode (e.g. red light only, speed only or both);
- f. The System settings are properly set (e.g., the speed limit is selected to be imprinted on the violation; the data block has accurate information identifying the proper location, machine identification and software version used; the loop separation is accurate in accordance with loop installation positioning; and the individual cameras aperture, focus, zoom, and exposure are properly configured for each individual camera);
- g. The download folder (where the Red Light Violation digital images are stored locally until Contractor downloads them) is properly configured;
- h. The detection systems have proper activity and signaling sequencing (e.g., the detection device is communicating with the main camera system; red and green phase indications are represented for each signal phase change; still images can be captured in real time remotely to verify that the phase message received from the detection device corresponds to the phase shown in the live still image taken; and each lane being monitored by the detection device has the appropriate number of messages to capture an offending vehicle); and
- i. A real time offense simulation system check is performed during the "green phase" of the signaling to verify proper operation and sequencing of image sets. This final check simulates a Red Light Violation to verify all System parameters including image capture and encryption packaging are functioning properly.
- j. Liability of Roads – Contractor's liability for road conditions is one year after acceptance of the system. After one year, the City will be responsible to ensure road surfaces are repaired and in a condition that allows for ongoing system operation so no sensor deterioration is experienced.
- k. Power – Contractor requires 120Vac and a 40 Amp breaker to be provided by the City. City is to provide a minimum of 118Vac to 122Vac and a minimum of 20 Amps to Contractor's equipment.

l. Knockdowns – Contractors commits to the City to have system knockdowns rebuilt within 48 to 72 hours. System knockdown will not be calculated against the agreed 95 percent operation time stipulation. The cost associated with the repair and or replacement of parts and/or associated construction of the knockdowns will be invoiced to the City.

m. Vandalism – Contractor commits to the City to have system operation interruption due to vandalism rebuilt and operational within 48 to 72 hours. Down time due to vandalism will not be calculated against the agreed 95 percent operation time stipulation. The cost associated with the repair and/or associated construction due to vandalism will be invoiced to the City.

n. Street Resurfacing or Utility Work – Contractor commits to the City to have operations restored within 48 to 72 hours of conditions allowing proper system functions or completion of resurfacing or utility work. Down time due to street resurfacing or utility work will not be calculated against the agreed 95 percent operation time stipulation. The cost associated with the repairs due to street resurfacing or utility work will be invoiced to the City.

#### **Pre-emptive Maintenance**

Contractor will perform periodic maintenance inspections to ensure potential problems are identified before a malfunction occurs. Pre-emptive maintenance is executed each time a technician responds to perform maintenance function during on-site visits, but in no event less frequently than monthly. Pre-emptive maintenance includes, but is not limited to:

- Cleaning the camera enclosure glass.
- Inspect the cabinet for signs of leaks, wear, and/or damages and clean as necessary.
- Inspecting cables, connectors, and hardware for signs of wear or damage.
- Inspecting poles, bases and enclosures for signs of damage and to ensure proper alignment.
- Inspecting in-ground detection devices for signs of wear or damage.
- Testing cabinet safety devices for proper operation to ensure safe working conditions for maintenance personnel and the general public to operating voltages.

Contractor will document the pre-emptive maintenance tasks in the intersection maintenance log for every inspection being performed. Entries will include:

- Date and time inspection performed.
- Technician performing inspection.
- Results of the inspection.
- The next scheduled maintenance inspection due date.
- Reason for inspection. (i.e. scheduled or as a result of other maintenance).

The pre-emptive maintenance program will be monitored and scheduled by Contractor's lead technician; Contractor maintenance technicians, authorized sub-contractors or trained local support teams authorized to perform maintenance in accordance with established maintenance agreements will perform inspections.

### **Remote Status Checks**

Contractor will perform "remote status checks." Remote status checks consist of two (2) distinct segments; daily operational and quality checks, which together provide positive, near real time; and daily operational feedback that the System is functioning properly and producing the desired results.

#### a. Daily Operational System Checks

The central server automatically downloads digital violation images from the camera locations to Contractor. From this download, automated reports are generated by the system, and Contractor evaluates the daily activity of the intersection cameras and the central server to determine if there are any anomalies on the data provided.

The reports generated contain red light offense detection information, which indicates the number of red light incidents detected in each lane for each monitored approach and incidents reviewed that do not meet the minimum required amount of still images such as the incident file contained one (1) scene image and one (1) plate image, when it should have contained two (2) scene images and one (1) plate image.

If detections have occurred and there are no reported missing images at an approach, the System is operating properly. If there have been no detections at an entire approach (each lane of travel for a specific enforced intersection) a series of systems checks are performed and documented in a comprehensive intersection maintenance log.

The daily operational System checks are performed on each individual camera and are accessed remotely via the system's computers through the secure, high-speed communication connection. The daily operational System checks include verifying that the System parameters are properly configured, verifying software settings are accurate, confirm that the detection system is exhibiting proper activity and signaling sequencing, and complete a real life offence simulation (usually triggered during a green phase) to validate it is capturing successfully.

#### b. Daily Quality Checks

On a daily basis, Contractor's Violation Processing Department will review the images from the Systems as they are downloaded and processed to be forwarded to the Department of Revenue. If Contractor discovers a quality problem such as a license plate is blurry, camera alignment is not correct or the video is not functioning properly, it will log (on the day that the image is reviewed) the malfunction on an internal website, which is monitored by the Technical Services Department, and provide the information regarding the quality problem in a written report to the Executive Director.

Once the discrepancies are logged, Contractor will prepare a work order for the necessary repair and replacement work and promptly repair (as necessary) the System, so the

System performs in accordance with the terms of this Agreement. Upon request, Contractor will provide the Executive Director with a copy the work orders.

**Response Time**

Contractor will provide daily support of Systems, including a maximum four-hour response time during business hours to maintenance and repair (including replacement) issues.

**Repair and Replacement**

Contractor will repair and replace the Systems, as necessary to comply with the warranties in Section 4.8.

**AT A MINIMUM, CONTRACTOR WILL PERFORM THE SUPPORT, MAINTENANCE, AND REPAIR (INCLUDING REPLACEMENT) SERVICES DESCRIBED IN THIS EXHIBIT 4 AND TAKE ALL ADDITIONAL ACTIONS AND PROVIDE ALL ADDITIONAL EQUIPMENT, MATERIALS, LABOR, SERVICES, ETC., NECESSARY TO COMPLY WITH THE WARRANTIES AND PERFORMANCE STANDARDS SET FORTH IN SECTION 4.8.**

**EXHIBIT 5**

**MBE/WBE SPECIAL CONDITIONS AND SCHEDULES**



**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND  
WOMEN BUSINESS ENTERPRISE COMMITMENT  
(MBE/WBE Professional Services)**

**I. Policy and Terms**

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

**The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25%

WBE Contract Goal: 5%

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.**

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

**II. Definitions**

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business

Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.

- D. **"Area of Specialty"** means the description of an MBE or WBE firms business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firms claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward this contracts MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

### III. **Joint Ventures**

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

### IV. **Counting MBE/WBE Participation Toward the Contract Goals**

- A. The inclusion of any MBE or WBE in the contractors MBE/WBE Utilization Plan shall not conclusively establish the contractors right to full MBE/WBE credit for that firms participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3)



specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

**The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.**

**V. Regulations Governing Reduction or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

**Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening.** Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer, or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

**A. Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  - b. A listing of all MBE/WBE firms contacted that includes:

- (1) Names, address and telephone numbers of MBE/WBE firms solicited;
- (2) Date and time of contact;
- (3) Method of contact (written, telephone, facsimile, etc.)

c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- (1) Project identification and location;
- (2) Classification/commodity of work items for which quotations were sought;
- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's quote is excessively costly, the bidder/proposer must provide the following information:

- a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
  - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
  - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
- b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
  - (1) The City's estimate for the work under a specific subcontract;
  - (2) The bidder/proposer's own estimate for the work under the subcontract;
  - (3) An average of the bona fide prices quoted for the subcontract;
  - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

**B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

**C. Impracticability**

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.



2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

## **VI. Procedure To Determine Bid Compliance**

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.  
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

- C. Joint Venture Agreements.

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

- D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.



**VII. Reporting Requirements During The Term of The Contract**

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.  
**NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."**
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

**VIII. MBE/WBE Substitutions**

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractors notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

**IX. Non-Compliance and Damages**

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

**X. Arbitration**

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**XI. Record Keeping**

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

**XII. Information Sources**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

**U.S. Small Business Administration**  
 500 W. Madison Street, Suite 1250  
 Chicago, Illinois 60661  
 General Information  
 (312) 353-4528

**S.B.A. - Bond Guarantee Program**  
**Surety Bonds**  
 500 West Madison, Suite 1250  
 Chicago, Illinois 60661  
 Attention: Carole Harris  
 (312) 353-4003

**S.B.A. - Procurement Assistance**  
 500 West Madison, Suite 1250  
 Chicago, Illinois 60661

Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago**  
**Department of Procurement**  
**Office of Vendor Relations**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention:  
(312) 744-7655

**City of Chicago**  
**Department of Procurement**  
**Contract Administration Division**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Byron Whittaker  
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago**  
**Department of Procurement**  
**Office of Business Development -Certification Unit**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Lori Lypson  
(312) 744-4909

General Information, Department of Procurement Services: [www.cityofchicago.org/purchasing](http://www.cityofchicago.org/purchasing)

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers**  
**Development Council, Inc.**  
1040 Avenue of the Americas, 2<sup>nd</sup> floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212) 944-2430

**Chicago Minority Business**  
**Development Council**  
1 East Wacker Drive  
Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith, Executive Director  
Phone #: (312) 755-8880  
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

**ATTACHMENT A – ASSIST AGENCY**

AFRICAN AMERICAN CONTRACTORS ASSOCIATION  
3901 S. STATE  
CHICAGO, IL 60653  
PHONE #: (312) 915-5960  
FAX #: (312) 567-9919  
WEB: NONE  
EMAIL: [OMARAACA@HOTMAIL.COM](mailto:OMARAACA@HOTMAIL.COM)  
ATTN: OMAR SHAREEF, PRESIDENT

ASIAN AMERICAN ALLIANCE  
222 W. CERMAK ROAD  
SUITE 303  
CHICAGO, IL 60616  
PHONE #: (312) 293-1249  
FAX #: (312) 293-3642  
WEB: [WWW.ASIANAMERICANALLIANCE.COM](http://WWW.ASIANAMERICANALLIANCE.COM)  
EMAIL: [CTAKADA@ASIANAMERICANALLIANCE.COM](mailto:CTAKADA@ASIANAMERICANALLIANCE.COM)  
ATTN: MITCH SCHNEIDER, EXECUTIVE DIRECTOR

ASSOCIATION OF ASIAN CONSTRUCTION  
ENTERPRISES  
333 N. OGDEN AVENUE  
CHICAGO, IL 60607  
PHONE #: (312) 563-0746  
FAX #: (312) 666-1785  
WEB: NONE  
ATTN: PERRY NAKACHI, PRESIDENT

BLACK CONTRACTORS UNITED  
400 W. 76<sup>TH</sup> STREET  
SUITE 200  
CHICAGO, IL 60620  
PHONE #: (773) 483-4000  
FAX #: (773) 483-4150  
WEB: [WWW.BLACKCONTRACTORSUNITED.COM](http://WWW.BLACKCONTRACTORSUNITED.COM)  
ATTN: FLORENCE COX, EXECUTIVE DIRECTOR

CHICAGO MINORITY BUSINESS DEVELOPMENT  
COUNCIL, INC.  
1 EAST WACKER DRIVE  
SUITE 1200  
CHICAGO, IL 60601  
PHONE #: (312) 755-8880  
FAX #: (312) 755-8890  
WEB: [WWW.CMBDC.ORG](http://WWW.CMBDC.ORG)  
ATTN: TRACYE SMITH, EXECUTIVE DIRECTOR

CHICAGO URBAN LEAGUE  
220 S. STATE STREET  
11<sup>TH</sup> FLOOR  
CHICAGO, IL 60604  
PHONE #: (312) 692-0766 EXT. 256  
FAX #: (312) 692-0769  
WEB: [WWW.CUL-CHICAGO.ORG](http://WWW.CUL-CHICAGO.ORG)  
EMAIL: [JARCHIE@CUL-CHICAGO.ORG](mailto:JARCHIE@CUL-CHICAGO.ORG)  
ATTN: JOAN ARCHIE, DIRECTOR OF  
EMPLOYMENT, COUNSELING & TRAINING

COSMOPOLITAN CHAMBER OF COMMERCE  
560 WEST LAKE ST., SUITE 5<sup>TH</sup> FLOOR  
CHICAGO, IL 60661  
PHONE #: (312) 786-0212  
FAX #: (312) 234-9807  
WEB: [WWW.CCHAMBER.ORG](http://WWW.CCHAMBER.ORG)  
ATTN: GLORIA BELL, EXECUTIVE DIRECTOR

FEDERATION OF WOMEN CONTRACTORS  
5650 S. ARCHER AVENUE  
CHICAGO, IL 60638  
PHONE #: (312) 360-1122  
FAX #: (312) 360-0239  
WEB: [WWW.FWCCHICAGO.COM/](http://WWW.FWCCHICAGO.COM/)  
ATTN: BETH DORIA, EXECUTIVE DIRECTOR

HISPANIC AMERICAN CONTRACTORS INDUSTRY  
ASSOCIATION (HACIA)  
901 WEST JACKSON BOULEVARD  
SUITE 205  
CHICAGO, IL 60607  
PHONE #: (312) 666-5910  
FAX #: (312) 666-5692  
WEB: [WWW.HACIAWORKS.ORG](http://WWW.HACIAWORKS.ORG)  
EMAIL: [MAILTO:CSATOY@HACIAWORKS.ORG](mailto:MAILTO:CSATOY@HACIAWORKS.ORG)  
ATTN: CESAR A. SANTOY, EXECUTIVE DIRECTOR

LATIN AMERICAN CHAMBER OF COMMERCE  
3512 WEST FULLERTON AVENUE  
CHICAGO, IL 60647  
PHONE #: (773) 252-5211  
FAX #: (773) 252-7065  
WEB:  
[WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM](http://WWW.LATINAMERICANCHAMBEROFCOMMERCE.COM)  
EMAIL:  
[LACC@LATINAMERICANCHAMBEROFCOMMERCE](mailto:LACC@LATINAMERICANCHAMBEROFCOMMERCE)  
ATTN: ANTHONY GUILLEN, DIRECTOR



ILLINOIS HISPANIC CHAMBER OF COMMERCE  
(FORMERLY MACC)  
33 N. LASALLE STREET  
SUITE 1720  
CHICAGO, IL 60602  
PHONE #: (312) 372-3010  
FAX #: (312) 372-3403  
WEB: [WWW.MACCBUSINESS.COM](http://WWW.MACCBUSINESS.COM)  
ATTN: JUAN OCHOA, PRESIDENT & CEO

NATIONAL ASSOCIATION OF WOMEN BUSINESS  
OWNERS  
CHICAGO CHAPTER  
330 S. WELLS STREET  
SUITE 1110  
CHICAGO, IL 60606  
PHONE #: (312) 322-0990  
FAX #: (312) 461-0238  
WEB: [WWW.NAWBOCHICAGO.ORG](http://WWW.NAWBOCHICAGO.ORG)  
EMAIL: [INFO@NAWBOCHICAGO.COM](mailto:INFO@NAWBOCHICAGO.COM)  
ATTN: CLAIR GREGOIRE, PRESIDENT

RAINBOW/PUSH COALITION  
930 E. 50<sup>TH</sup> STREET  
CHICAGO, IL 60615  
PHONE #: (773) 256-2728  
FAX #: (773) 256-2751  
WEB: [WWW.RAINBOWPUSH.ORG](http://WWW.RAINBOWPUSH.ORG)  
ATTN: DONNA GAINES, DEPUTY DIRECTOR TRADE  
BUREAU

SUBURBAN BLACK CONTRACTORS  
848 DODGE AVENUE  
SUITE 347  
EVANSTON, IL 60202  
PHONE #: (847) 359-5356  
FAX #: (847) 359-5367  
WEB: NONE  
ATTN: LARRY BULLOCK, PRESIDENT

rev. 3/17/05

SUCCESSFUL INDEPENDENT NETWORK  
ASSOCIATION (SIN)  
STREET ADDRESS: MAILING ADDRESS:  
2100 W. WASHINGTON P.O. BOX 1113  
CHICAGO, IL 60612 CHICAGO, IL 60608  
PHONE #: (312) 850-1665  
FAX #: (312) 850-1665  
WEB: NONE  
ATTN: DIANE JONES, PRESIDENT  
ATTN: ARNETTE KING, GENERAL MANAGER

TRITON COLLEGE  
SMALL BUSINESS DEVELOPMENT CENTER  
2000 FIFTH AVENUE  
ROOM R-201  
RIVER GROVE, IL 60171  
PHONE #: (708) 456-0300 EXT. 3714  
FAX #: (708) 583-3114  
WEB: [WWW.TRITON.EDU](http://WWW.TRITON.EDU)  
EMAIL: [GBARNES@TRITON.EDU](mailto:GBARNES@TRITON.EDU)  
ATTN: MARY ANN OLSON, DEAN OF WORKFORCE  
DEVELOPMENT

UPTOWN CENTER HULL HOUSE  
4520 N. BEACON STREET  
CHICAGO, IL 60640  
PHONE #: (773) 561-3500  
FAX #: (773) 561-3507  
WEB: [WWW.HULLHOUSE.ORG/EDU.HTM](http://WWW.HULLHOUSE.ORG/EDU.HTM)  
Email: [MAILTO:CROESCHLEY@HULLHOUSE.ORG](mailto:MAILTO:CROESCHLEY@HULLHOUSE.ORG)  
ATTN: CURT ROESCHLEY, DIRECTOR  
SMALL BUSINESS DEVELOPMENT

WOMEN'S BUSINESS DEVELOPMENT CENTER  
8 SOUTH MICHIGAN AVENUE  
SUITE 400  
CHICAGO, IL 60603  
PHONE #: (312) 853-3477  
FAX #: (312) 853-0145  
WEB: [WWW.WBDC.ORG](http://WWW.WBDC.ORG)  
Email: [MAILTO:HRATNER@WBDC.ORG](mailto:MAILTO:HRATNER@WBDC.ORG)  
ATTN: HEDY RATNER, EXECUTIVE DIRECTOR

THE CHICAGO AREA GAY & LESBIAN CHAMBER OF  
COMMERCE  
1210 W. ROSEDALE  
CHICAGO, IL 60660  
PHONE #: (773) 303-0167  
FAX #: (773) 303-0168  
WEB: [HTTP://WWW.GLCHAMBER.ORG/](http://WWW.GLCHAMBER.ORG/)  
BARRY A. FLYNN, EXECUTIVE DIRECTOR



**ATTACHMENT B**  
**(On Bidder/proposer's Letterhead)**

**RETURN RECEIPT REQUESTED**

(Date) \_\_\_\_\_

Re: Specification \_\_\_\_\_

Description: \_\_\_\_\_

(Assist Agency Name and Address)

Dear \_\_\_\_\_:

(Bidder/Proposer) \_\_\_\_\_ intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due \_\_\_\_\_ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 403  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

**SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)**

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: \_\_\_\_\_  
 Address of joint venture: \_\_\_\_\_  
 Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
 Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
 Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.  
 A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
     MBE/WBE ownership percentage(s) \_\_\_\_\_  
     Non-MBE/WBE ownership percentage(s) \_\_\_\_\_  
 B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):  
 1. Profit and loss sharing: \_\_\_\_\_  
 2. Capital contributions:  
     (a) Dollar amounts of initial contribution: \_\_\_\_\_  
     (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_  
 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
     \_\_\_\_\_  
     \_\_\_\_\_  
     \_\_\_\_\_

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

---

---

---

B. Authority to enter contracts on behalf of the joint venture:

---

---

---

C. Signing, co-signing and/or collateralizing loans:

---

---

---

D. Acquisition of lines of credit:

---

---

---

E. Acquisition and indemnification of payment and performance bonds:

---

---

---

F. Negotiating and signing labor agreements:

---

---

---

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_

2. Major purchases: \_\_\_\_\_

3. Estimating: \_\_\_\_\_

4. Engineering: \_\_\_\_\_

**VIII. Financial Controls of joint venture:**

A. Which firm and/or individual will be responsible for keeping the books of account?

\_\_\_\_\_

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.**

| Trade | Non-MBE/WBE Firm<br>(Number) | MBE/WBE<br>(Number) | Joint Venture<br>(Number) |
|-------|------------------------------|---------------------|---------------------------|
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) \_\_\_\_\_ Employed by MBE/WBE \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

\_\_\_\_\_

C. Which venturer will be responsible for the preparation of joint venture payrolls:

\_\_\_\_\_

**X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

---

---

---

---

---

---

---

---

---

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

**Note:** If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL )



**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: Digital Automated Red Light Enforcement Program  
Specification Number: 57755

From: City Lights, Ltd.  
(Name of MBE/WBE Firm)

MBE: Yes X No \_\_\_\_\_  
WBE: Yes \_\_\_\_\_ No X

To: Redflex Traffic Systems, Inc. and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

\_\_\_\_\_ Sole Proprietor                      X Corporation  
\_\_\_\_\_ Partnership                      \_\_\_\_\_ Joint Venture

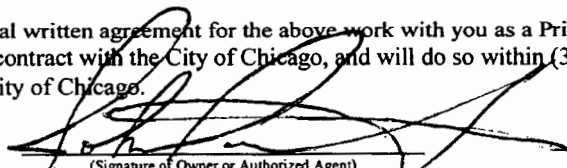
The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of November 28, 2007 to 03/01/09 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

1. Electrical Construction for Red Light Photo Enforcement Camera Installation
  2. Maintenance as required.
  3. Repair of knockdowns.
  4. All other work required that is outside original scope of work. (Roadway Work including but not limited to asphalt paving, directional boring, trenching of roadway, etc.)
- The above described performance is offered for the following price and described terms of payment:
1. Lump Sum Amount of \$23,000.00 Per Approach
  2. Priced Per Request
  3. Priced Per Request
  4. Priced Per Request

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

  
(Signature of Owner or Authorized Agent)  
**John Candelaria/Vice President**  
Name/Title (Print)  
January 23, 2008  
Date  
773-626-9162  
Phone

3127441235

dept of procurement line

12:42:12 p.m. 11-29-2007

1 / 1



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

November 28, 2007

Juan Candelaria  
**City Lights, Ltd.**  
5261 W. Harrison Avenue  
Chicago, Illinois 60644

**Annual Certificate Expires:**  
**Vendor Number:**

**March 1, 2009**  
**1038619**

Dear Mr. Candelaria:

We are pleased to inform you that **City Lights, Ltd.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **March 1, 2013**; however your firm must be revalidated annually. Your firms' next annual validation is required by **March 1, 2009**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

#### **Electrical Contractor**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Mark J. Hands  
Managing Deputy Procurement Officer



**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: Digital Automated Road Light Enforcement Program

Specification Number: 57755

From: Milhouse Engineering & Construction, Inc.  
(Name of MBE/WBE Firm)

MBE: Yes ☒ No ☐

WBE: Yes ☐ No ☒

To: Redflex Traffic Systems and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor  
☐ Partnership

☒ Corporation  
☐ Joint Venture

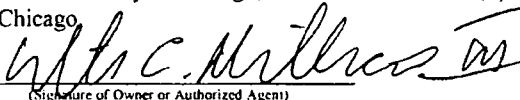
The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of December 1, 2007 (Under City's Review) to Current for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:  
Civil Engineering Design Services

The above described performance is offered for the following price and described terms of payment:  
\$2000.00 per intersection with a total value of \$440,000.00 for the full term of contract  
for five (5) years.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

  
(Signature of Owner or Authorized Agent)

Wilbur C. Milhouse III, President/CEO  
Name / Title (Print)

January 23, 2008

Date

(312) 987-0061

Phone

Jan-23-2008 04:24pm

From-CITY OF CHICAGO PROCUREMENT

+1 312 7440826

T-488 P.001/001 F-936



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

January 15, 2008

Wilbur C. Milhouse, III, President  
**Milhouse Engineering and Construction, Inc.**  
47 West Polk Street, Suite M-10  
Chicago, Illinois 60605

Dear Mr. Milhouse:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE certification until May 1, 2008.**

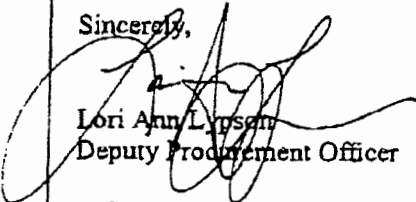
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

**Construction Management; Civil Electrical & Mechanical Engineering Consulting**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

  
Lori Ann Lypsen  
Deputy Procurement Officer

mck



Received Time Jan. 23. 4:10PM

**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: Digital Automated Red Light Enforcement Program  
Specification Number: 57755

From: Electrical Resource Managment MBE: Yes ☒ No ☐  
(Name of MBE/WBE Firm) WBE: Yes ☐ No ☒

To: Redflex Traffic Systems, Inc. and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor ☒ Corporation  
☐ Partnership ☐ Joint Venture


The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 02/01/08 to 02/01/08 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Material Supply Per Two Approach Intersection  
6/Cases Loop Sealant Q-Seal 290  
12/Each Loop Splice Connectors Scotchcast  
20/Each HFA Fuse Holders  
4/Each 10-Foot Post W/4-Inch Diameter - Powder Coated Black  
The above described performance is offered for the following price and described terms of payment:  
Lump Sum Amount Per Two Approach Intersection - \$2,000.00

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

  
(Signature of Owner or Authorized Agent)  
STEPHEN L. DAVIS/PRESIDENT  
(Name/Title (Print))  
January 23, 2008  
(Date)  
630-462-0230  
(Phone)



Oct-28-2007 11:44am From: CITY OF CHICAGO PRECUREMENT

+1 312 7440826

T-302 P.001/001 F-681



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

October 18, 2007

Stephen L. Davis, President  
**Electrical Resource Management**  
5261 W. Harrison Street  
Chicago, Illinois 60644

Dear Mr. Davis:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification until **February 1, 2008**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

**Construction and Project Management Services;  
Electrical Product Supplier**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,



Lori Ann Lypson  
Deputy Procurement Officer

rg  
Revised 10/29/07: address



**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: Digital Automated Red Light Enforcement Program  
 Specification Number: 57755

From: Evergreen Supply  
 (Name of MBE/WBE Firm)

MBE: Yes      No X  
 WBE: Yes X No     

To: \_\_\_\_\_ and the City of Chicago:  
 (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

     Sole Proprietor  
     Partnership

X Corporation  
     Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of \_\_\_\_\_ to Oct 2008 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Electrical equipment and supplies  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

\$5000 per approach (system)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

[Signature]  
 (Signature of Owner or Authorized Agent)  
Colleen Kramer, President  
 (Name / Title (Print))  
1/23/08  
 (Date)  
713.3754750  
 (Phone)

3127444198

Dept of Procurement

DEPT OF PROCURMENT

12.11.10 p.m. 08-28-2007

1/1



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lomplin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

August 30, 2007

Colleen Kramer, President  
Evergreen Supply Co.  
9901 S. Torrence Avenue  
Chicago, IL 60617

Annual Certificate Expires: October 1, 2008  
Vendor Number: 1008119

Dear Ms. Kramer:

We are pleased to inform you that Evergreen Supply Company, Inc. has been certified as a WBE by the City of Chicago. This WBE certification is valid until October 1, 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by October 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

#### Distributor of Electrical Material

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

  
Lori Ann Lynson  
Deputy Procurement Officer

LAL/bk

IL UCP HOST: IDOT



FROM :

PHONE NO. : 3129206744

Jan. 28 2008 02:04PM P4

**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: Digital Automated Red Light Enforcement Program  
 Specification Number: 57755

From: BPS STAFFING, INC.  
 (Name of MBE/WBE Firm)

MBE: Yes ☒ No ☐  
 WBE: Yes ☒ No ☐

To: REDFLEX TRAFFIC SYSTEMS and the City of Chicago:  
 (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor ☒ Corporation  
☐ Partnership ☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of April 1, 2007 to April 1, 2012 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Temporary Office Personnel

The above described performance is offered for the following price and described terms of payment:

\$16.50 / Hr.  
\$21.75 / Hr (over time - over 40 hrs / wk)

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

Tamera Buckhanan, President  
 (Signature of Owner or Authorized Agent)

Tamera Buckhanan, President  
 Name / Title (Print)

January 28, 2008

Date

(312)920-6710

Phone

Rev. 9/03

FROM :

PHONE NO. : 3129206744

Jan. 24 2008 01:59PM P2



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 44-4400  
(312) 44-2929 (TTY)  
<http://www.cityofchicago.org>

March 14, 2007

Tamera Buckhanan  
BPS Staffing, Inc.  
200 North LaSalle Street  
Chicago, Illinois 60601

Annual Certificate Expires:  
Vendor Number:

April 1, 2008  
1006689

Dear Ms. Buckhanan:

We are pleased to inform you that BPS Staffing, Inc. has been certified as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until April 1, 2012; however your firm must be re-validated annually. Your firm's next annual validation is required by April 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

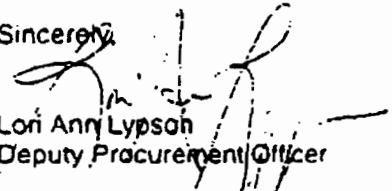
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Employment Agency;  
Temporary Placement; Executive Recruitment

Your firm's participation on City contracts will be credited only toward MBE/WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

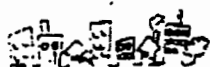
Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

  
Lori Ann Lypson  
Deputy Procurement Officer

LAL:lac

NEIGHBORHOODS



(Revision of December 7, 2006 Letter: WBE Expansion)

**WORKS**



08/30/2007 18:54 31284247805

WE'RE CLEANING INC.

PAGE 02

**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: Signal Automated Red Light Enforcement Program  
 Specification Number: 5755

From: We're Cleaning, Inc.  
 (Name of MBE/WBE firm)

MBE: Yes \_\_\_\_\_ No \_\_\_\_\_  
 WBE: Yes \_\_\_\_\_ No \_\_\_\_\_

To: FedEx Traffic Systems, Inc. and the City of Chicago:  
 (Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

       Sole Proprietor        Corporation  
       Partnership        Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 4/1/07 to 4/1/08 for a period of five years.


The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:  
Janitorial Service/Cleaning  
and Direct Equipment

The above described performance is offered for the following price and described terms of payment:

Net 30 upon receipt of invoice

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

  
 (Signature of Owner or Authorized Agent)  
**Yvonne McGinnis, President**  
 Name/Title (Print)  
8/30/7  
 Date  
312-949-9960  
 Phone

08/22/2007 10:19

31284247805

WE'RE CLEANING INC.

PAGE 02

3127444196

Dept of Procurement

DEPT OF PROCUREMENT

11:17:44 a.m. 12-26-2006

1/2



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lampkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

October 24, 2008

Yvonne McGinnis  
We're Cleaning, Inc. d/b/a Gold Star Security  
844 S. Clark Street, Suite 203  
Chicago, IL 60605

Annual Certificate Expires:  
Vendor Number:

April 1, 2008  
1016737

Dear Ms. McGinnis:

We are pleased to inform you that We're Cleaning, Inc. d/b/a Gold Star Security has been certified as a MBE/WBE by the City of Chicago. This MBE/WBE certification is valid until April 1, 2012; however your firm must be re-validate annually. Your firm's next annual validation is required by April 1, 2008.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit within 60 days prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. Please note that you must include a copy of your most current Federal Corporate Tax Return. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Post Construction Clean-Up; Building Maintenance; Janitorial Services;  
Private Security Contractor**

Your firm's participation on City contracts will be credited only toward MBE/WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

*Lori Ann Lyson*  
Lori Ann Lyson  
Deputy Procurement Officer

LAL/DK

IL UCP HOST: City of Chicago



**SCHEDULE D-1**

**Affidavit of MBE/WBE Goal Implementation Plan**

Project Name : Digital Automated Red Light Enforcement Program

State of Illinois

County (City) of Cook (Chicago)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Redflex Traffic Systems

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: City Lights Ltd.  
Address: 9993 Virginia Ave., Chicago Ridge, IL 60415  
Contact Person: John Candeleria Phone: 708.581.7119  
Dollar Amount of Participation \$ 23,000 per system  
Percent Amount of Participation: est. 23.00 %
2. Name of MBE/WBE: Milhouse Engineering & Construction, Inc.  
Address: 47 West Polk Street, Suite M-10, Chicago, IL 60605  
Contact Person: Wilbur Milhouse Phone: 312.987.0061  
Dollar Amount of Participation \$ 2,000 per intersection  
Percent Amount of Participation: est. .75 %
3. Name of MBE/WBE: Electrical Resource Management (ERM)  
Address: 205 West Randolph, Suite 1801, Chicago, IL 60606  
Contact Person: Steven L. Davis, President Phone: 312.263.4660

08 JAN 31 AM 9

Dollar Amount of Participation \$ 1,000 per system

Percent Amount of Participation: est .75 %

4. Name of MBE/WBE: Evergreen Supply Company

Address: 9901 South Torrence Avenue, Chicago, IL 60617

Contact Person: Collen Kramer, President Phone: 773.375.4750

Dollar Amount of Participation \$ 5,000 per system

Percent Amount of Participation: est. 3.5 %

5. Name of MBE/WBE: BPS Staffing

Address: 200 North LaSalle Street, Suite 1900, Chicago, IL 60601

Contact Person: Tamera Buckhanan, President Phone: 312.920.6711

Dollar Amount of Participation \$ 16.50 per hour, per employee

Percent Amount of Participation: est. 1.5 %

6. Name of MBE/WBE: We're Cleaning Inc.

Address: 2628 South Wabash Avenue, U 2nd Floor, Chicago, IL 60616

Contact Person: Yvonne McGinnis Phone: 312.949.9960

Dollar Amount of Participation \$ 100 per visit/cleaning

Percent Amount of Participation: est. .5 %

7. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

8. Attach additional sheets as needed.

## IV. Summary of MBE Proposal:

| MBE Firm Name               | Dollar Amount<br>of Participation | Percent Amount<br>of participation |
|-----------------------------|-----------------------------------|------------------------------------|
| <u>City Lights Ltd</u>      | <u>\$ DUR</u>                     | <u>est. 23.0</u> %                 |
| <u>Milhouse Engineering</u> | <u>\$ DUR</u>                     | <u>est. .75</u> %                  |
| <u>ERM</u>                  | <u>\$ DUR</u>                     | <u>est. .75</u> %                  |
| <u>We're Cleaning</u>       | <u>\$ DUR</u>                     | <u>est. .50</u> %                  |
|                             | <u>\$</u>                         | <u></u> %                          |
| Total MBE Participation:    | <u>\$ DUR</u>                     | <u>25.50</u> %                     |

## V. Summary of WBE Proposal:

| WBE Firm Name            | Dollar Amount<br>of Participation | Percent Amount<br>of participation |
|--------------------------|-----------------------------------|------------------------------------|
| <u>Evergreen Supply</u>  | <u>\$ DUR</u>                     | <u>est. 3.50</u> %                 |
| <u>BPS Staffing</u>      | <u>\$ DUR</u>                     | <u>est. 1.50</u> %                 |
|                          | <u>\$</u>                         | <u></u> %                          |
|                          | <u>\$</u>                         | <u></u> %                          |
|                          | <u>\$</u>                         | <u></u> %                          |
| Total WBE Participation: | <u>\$ DUR</u>                     | <u>5.0</u> %                       |

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name Bill Braden Phone Number: 312.327.1920

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Aaron Rosenberg  
Signature of Affiant (Name)

State of Illinois  
County of Cook

This instrument was acknowledged before me on 1-29-2008 (date)  
by AARON ROSENBERG (name /s of person/s)  
as EXECUTIVE (type of authority, e.g., officer, trustee, etc.)  
of KEOFER TRAFFIC SYSTEMS INC (name of party on behalf of whom instrument was executed).

(Seal)

\_\_\_\_\_  
Signature of Notary Public

THIS IS  
THE  
DOCUMENT

\* Please see attached notarial acknowledgement and seal. NEW wording required by State of California January 01, 2008 ms.



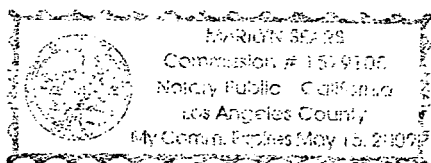
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }On Jan. 29, 2008 before me, Marilyn Sears, Notary Publicpersonally appeared AARON ROSENBERG

Date Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marilyn Sears

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Affidavit of MBE/WBEDocument Date: January 29, 2008Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**Signer's Name: AARON ROSENBERG☒ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_Signer Is Representing: himselfRIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb hereIMP JOINS  
SE  
MENTS

**MBE/WBE UTILIZATION REPORT**

Utilization Report No. \_\_\_\_\_ Specification No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Project Name: \_\_\_\_\_

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title - Print or Type)and duly authorized representative of \_\_\_\_\_  
(Name of Prime Consultant/Contractor - Print or Type)\_\_\_\_\_  
(Address of Prime Consultant/Contractor) ( ) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

| MBE/WBE FIRM NAME | GOODS/SERVICES PROVIDED | AMOUNT OF CONTRACT | AMOUNT PAID TO-DATE |
|-------------------|-------------------------|--------------------|---------------------|
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |
| _____             | _____                   | \$ _____           | \$ _____            |

Total MBE: \$ \_\_\_\_\_

Total WBE: \$ \_\_\_\_\_

MBE/WBE UTILIZATION REPORT

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**EXHIBIT 7**

**CERTIFICATE OF INSURANCE**

|   |  |   |                               |
|---|--|---|-------------------------------|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>   |  | OP ID 17<br>REDFL-1   | DATE (MM/DD/YYYY)<br>02/05/08 |
| <b>PRODUCER</b><br>California Insurance Center<br>CA Lic. # 0423393<br>3697 Mt. Diablo Blvd., #300<br>Lafayette CA 94549<br>Phone: 925-299-1112 Fax: 925-299-0328 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |                               |
| <b>INSURED</b><br><br>Redflex Traffic Systems, Inc.<br>15020 N. 74th St.<br>Scottsdale AZ 85260   |  | <b>INSURERS AFFORDING COVERAGE</b>  | <b>NAIC #</b>                 |
|   |  | INSURER A: Continental Casualty Company   |                               |
|   |  | INSURER B: Continental Insurance  |                               |
|   |  | INSURER C: Valley Forge Insurance Co  |                               |
|   |  | INSURER D: Lloyds of London Insurance   |                               |
|   |  | INSURER E: Travelers Casualty & Surety Co   |                               |

**COVERAGES**

| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |      |  |                            |                                  |                                   |   |              |
|---|------|--|----------------------------|----------------------------------|-----------------------------------|---|--------------|
| INSR  | ADDL | TYPE OF INSURANCE  | POLICY NUMBER              | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |              |
| A   | X    | <b>GENERAL LIABILITY</b>   | 2092673062                 | 03/15/07                         | 03/15/08                          | EACH OCCURRENCE   | \$ 1,000,000 |
|   |      | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |                            |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 1,000,000 |
|   |      | <input type="checkbox"/> CLAIMS MADE - <input checked="" type="checkbox"/> OCCUR                         |                            |                                  |                                   | MED EXP (Any one person)                                | \$ 5,000     |
|   |      | <input checked="" type="checkbox"/> <b>Empl Benefits Lia</b>   |                            |                                  |                                   | PERSONAL & ADV INJURY                                   | \$ 1,000,000 |
|   |      | GENL AGGREGATE LIMIT APPLIES PER:  |                            |                                  |                                   | GENERAL AGGREGATE                                       | \$ 2,000,000 |
|   |      | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                            |                                  |                                   | PRODUCTS - COMP/OP AGG                                  | \$ 2,000,000 |
|   |      |  |                            |                                  |                                   | <b>Emp Ben.</b>   | 1,000,000    |
| B   | X    | <b>AUTOMOBILE LIABILITY</b>  | 2092673059                 | 03/15/07                         | 03/15/08                          | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 1,000,000 |
|   |      | <input checked="" type="checkbox"/> ANY AUTO   |                            |                                  |                                   | BODILY INJURY (Per person)                              | \$           |
|   |      | <input type="checkbox"/> ALL OWNED AUTOS   |                            |                                  |                                   | BODILY INJURY (Per accident)                            | \$           |
|   |      | <input type="checkbox"/> SCHEDULED AUTOS   |                            |                                  |                                   | PROPERTY DAMAGE (Per accident)                          | \$           |
|   |      | <input type="checkbox"/> HIRED AUTOS   |                            |                                  |                                   |   |              |
|   |      | <input type="checkbox"/> NON-OWNED AUTOS   |                            |                                  |                                   |   |              |
| B   |      | <input checked="" type="checkbox"/> <b>Comp-\$1000 ded</b>   |                            |                                  |                                   |   |              |
| B   |      | <input checked="" type="checkbox"/> <b>Coll-\$1000 ded</b>   |                            |                                  |                                   |   |              |
|   |      | <b>GARAGE LIABILITY</b>  |                            |                                  |                                   | AUTO ONLY - EA ACCIDENT                                 | \$           |
|   |      | <input type="checkbox"/> ANY AUTO  |                            |                                  |                                   | OTHER THAN AUTO ONLY                                    | EA ACC \$    |
|   |      |  |                            |                                  |                                   | AGG   | \$           |
| A   | X    | <b>EXCESS/UMBRELLA LIABILITY</b>   | 2092673045                 | 03/15/07                         | 03/15/08                          | EACH OCCURRENCE   | \$ 5,000,000 |
|   |      | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                           |                            |                                  |                                   | AGGREGATE   | \$ 5,000,000 |
|   |      | <input type="checkbox"/> DEDUCTIBLE  |                            |                                  |                                   |   | \$           |
|   |      | <input checked="" type="checkbox"/> RETENTION \$10,000   |                            |                                  |                                   |   | \$           |
| C   |      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   | (CA) 2082598038            | 05/01/07                         | 05/01/08                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |              |
| C   |      | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  | 2082598275 (ALL OTHER STS) | 05/01/07                         | 05/01/08                          | E L EACH ACCIDENT                                       | \$ 1000000   |
|   |      | If yes, describe under SPECIAL PROVISIONS below  |                            |                                  |                                   | E L DISEASE - EA EMPLOYEE                               | \$ 1000000   |
|   |      |  |                            |                                  |                                   | E L DISEASE - POLICY LIMIT                              | \$ 1000000   |
| D   |      | <b>Errors&amp;Omissions&amp; Cyberliability</b>  | SP000320B                  | 03/15/07                         | 03/15/08                          | <b>E&amp;O</b>  | 2,000,000    |
|   |      |  |                            |                                  |                                   | <b>Deductibl</b>  | 35,000       |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

City of Chicago, its employees, elected officials, agents and representatives are additional insured per contract with insured. Waiver of subrogation applies to General Liability, Auto Liability and Workers Compensation. Coverage is primary and non contributing per attached endorsement. City is loss payee as respects installation coverage (see note page)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br><div style="text-align: right;"><b>CHICAG3</b></div> City of Chicago<br>Dept. of Procurement Services<br>City Hall, Rm 403<br>121 North LaSalle<br>Chicago IL 60602 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# NOTEPAD:

REDFLEX-1

PAGE 3

INSURED'S NAME Redflex Traffic Systems, Inc.

OP ID 17

DATE 02/05/08

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the General Liability coverage part to the first Named Insured, the General Liability insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

Valuable Papers: Policy Number C2082597899 Effective 3/15/07 to 3/15/08  
Limit: \$250,000  
Deductible: \$5,000

Installation: Policy Number C2082597899 Effective 3/15/07 to 3/15/08  
Limit: \$250,000 per occurrence per project site  
Deductible: \$5,000

\* Except 10 Days in the event of cancellation for non-payment of premium.



G-140331-A  
(Ed. 01/01)

**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED  
ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

Policy # 292673062

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:      Designated Project:**

**City of Chicago**

**Department of Procurement Services**

**(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)**

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:



- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
  - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
      - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer

which also has insurance for a loss we cover under this Coverage Part; and

- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
- 2. Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



G-19160-B  
(Ed. 11/97)

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

---

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE -**

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2. %.

0000040452500000765522013





POLICY NUMBER: 292673062

COMMERCIAL GENERAL LIABILITY  
CG 29 88 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS  
OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

CITY OF CHICAGO

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (SECTION IV) is amended by the addition of the following:

We waive any rights of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations. This waiver applies only to the person or organization shown in the Schedule above.



POLICY # 2092673059

9-23186-A  
(Ed. 05/89)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

Name of Person or Organization:

CITY OF CHICAGO

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under

a contract with that person or organization. the waiver applies only to the person or organization shown in the Schedule.

**EXHIBIT 8**

**PERFORMANCE AND PAYMENT BOND FORM**

## **CONTRACTOR'S PERFORMANCE & PAYMENT BOND**

**Know All Men by these Presents,** That we, **REDFLEX TRAFFIC SYSTEMS, INC.**

Principal, hereinafter referred to as Contractor, and

15020 North 74th Street  
Scottsdale, AZ 85260

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of  
**two hundred ninety-four thousand and 00/100 (\$294,000.00)**

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Sealed** with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

**The Condition of the Above Obligation is such,**

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. 16396 and Specification No. 57755 all in conformity with said contract, for,

furnishing the City of Chicago, Office of Emergency Management and Communications,  
all labor, materials, and equipment required and necessary for the project known as:  
**DIGITAL AUTOMATED RED LIGHT ENFORCEMENT PROGRAM (DARLEP)**

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Approved as to form and legality:

LAW NOT REQUIRED

\_\_\_\_\_  
Assistant Corporation Counsel

REDELEX TRAFFIC SYSTEMS, INC.

Karen Anley (Seal)

By: President

Cristina Wickas (Seal)

Attest: Secretary

BRIANA GRAY (Seal)

By:

Briana Gray (Seal)

Attested: Witness

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)



PRINCIPAL  
IF CORPORATIONSTATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }I, Sandra Stevens, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that Karen Finley President andCristina Weekes Secretary of the Bedflex Traffic Systemswho are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such Karen Finley President and Cristina Weekes Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing astheir free and voluntary act, and as the free and voluntary act of the said Bedflex Traffic Systems  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of January 2008"OFFICIAL SEAL"  
Sandra L. Stevens  
Notary Public-Arizona  
Maricopa County  
My Commission Expires 2/27/2015Sandra L. Stevens  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ of the \_\_\_\_\_ who \_\_\_\_\_ personally known

to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed in the foregoing instrument as such \_\_\_\_\_

\_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_

signed, sealed and delivered the said instrument of writing as \_\_\_\_\_ free and voluntary act, and as the free

and voluntary act of the said \_\_\_\_\_

for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary PublicPRINCIPAL  
IF INDIVIDUALSTATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing

instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the

said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT 9**

**SCHEDULE OF PREVAILING WAGE RATES**

NOTE: The attached wage rates are also the prevailing wage rates for the City of Chicago, as determined by the Illinois Department of Labor as of the date of publication of these specifications.

The attached wage rates are the rates in effect at the time of the Effective Date. If the Illinois Department of Labor (see <http://www.state.il.us/agency/idol/rates/ODDMO/COOK9999.htm>) revises the prevailing rate of hourly wages to be paid for the work or services to be performed pursuant to the Agreement before the expiration of the Agreement, the revised rate applies to this Agreement from the effective date of the revision, but the revision does not entitle Contractor to any increased compensation under the terms of this Agreement.

## Cook County Prevailing Wage for February 2008

| Trade Name           | RG | TYP   | C | Base   | FRMAN  | *M-F>8 | OSA | OSH | H/W   | Pensn | Vac   | Trng  |
|----------------------|----|-------|---|--------|--------|--------|-----|-----|-------|-------|-------|-------|
| =====                | == | ===   | = | =====  | =====  | =====  | ==  | ==  | ===== | ===== | ===== | ===== |
| ASBESTOS ABT-GEN     |    | ALL   |   | 33.150 | 33.650 | 1.5    | 1.5 | 2.0 | 7.970 | 5.680 | 0.000 | 0.220 |
| ASBESTOS ABT-MEC     |    | BLD   |   | 23.300 | 24.800 | 1.5    | 1.5 | 2.0 | 7.860 | 4.910 | 0.000 | 0.000 |
| BOILERMAKER          |    | BLD   |   | 38.540 | 42.000 | 2.0    | 2.0 | 2.0 | 6.720 | 7.440 | 0.000 | 0.300 |
| BRICK MASON          |    | BLD   |   | 36.430 | 40.070 | 1.5    | 1.5 | 2.0 | 7.700 | 8.770 | 0.000 | 0.440 |
| CARPENTER            |    | ALL   |   | 37.770 | 39.770 | 1.5    | 1.5 | 2.0 | 8.960 | 6.910 | 0.000 | 0.490 |
| CEMENT MASON         |    | ALL   |   | 39.850 | 41.850 | 2.0    | 1.5 | 2.0 | 7.490 | 6.520 | 0.000 | 0.170 |
| CERAMIC TILE FNSHER  |    | BLD   |   | 30.150 | 0.000  | 1.5    | 1.5 | 2.0 | 5.850 | 6.600 | 0.000 | 0.340 |
| COMM. ELECT.         |    | BLD   |   | 33.940 | 36.440 | 1.5    | 1.5 | 2.0 | 7.200 | 5.590 | 0.000 | 0.700 |
| ELECTRIC PWR EQMT OP |    | ALL   |   | 37.300 | 43.450 | 1.5    | 1.5 | 2.0 | 8.310 | 10.77 | 0.000 | 0.280 |
| ELECTRIC PWR GRNDMAN |    | ALL   |   | 29.090 | 43.450 | 1.5    | 1.5 | 2.0 | 6.450 | 8.390 | 0.000 | 0.220 |
| ELECTRIC PWR LINEMAN |    | ALL   |   | 37.300 | 43.450 | 1.5    | 1.5 | 2.0 | 8.310 | 10.77 | 0.000 | 0.280 |
| ELECTRICIAN          |    | ALL   |   | 37.800 | 40.400 | 1.5    | 1.5 | 2.0 | 10.00 | 7.650 | 0.000 | 0.750 |
| ELEVATOR CONSTRUCTOR |    | BLD   |   | 43.925 | 49.420 | 2.0    | 2.0 | 2.0 | 8.775 | 6.960 | 2.640 | 0.000 |
| FENCE ERECTOR        |    | ALL   |   | 28.640 | 30.140 | 1.5    | 1.5 | 2.0 | 7.750 | 5.970 | 0.000 | 0.350 |
| GLAZIER              |    | BLD   |   | 33.000 | 34.500 | 1.5    | 2.0 | 2.0 | 6.740 | 10.15 | 0.000 | 0.600 |
| HT/FROST INSULATOR   |    | BLD   |   | 37.150 | 38.900 | 1.5    | 1.5 | 2.0 | 8.760 | 10.11 | 0.000 | 0.310 |
| IRON WORKER          |    | ALL   |   | 39.250 | 41.250 | 2.0    | 2.0 | 2.0 | 9.950 | 12.74 | 0.000 | 0.300 |
| LABORER              |    | ALL   |   | 33.150 | 33.900 | 1.5    | 1.5 | 2.0 | 7.970 | 5.680 | 0.000 | 0.220 |
| LATHER               |    | BLD   |   | 37.770 | 39.770 | 1.5    | 1.5 | 2.0 | 8.960 | 6.910 | 0.000 | 0.490 |
| MACHINIST            |    | BLD   |   | 38.390 | 40.390 | 2.0    | 2.0 | 2.0 | 4.880 | 6.550 | 2.650 | 0.000 |
| MARBLE FINISHERS     |    | ALL   |   | 27.680 | 0.000  | 1.5    | 1.5 | 2.0 | 7.520 | 8.770 | 0.000 | 0.440 |
| MARBLE MASON         |    | BLD   |   | 36.430 | 40.070 | 1.5    | 1.5 | 2.0 | 7.700 | 8.770 | 0.000 | 0.440 |
| MATERIAL TESTER I    |    | ALL   |   | 23.150 | 0.000  | 1.5    | 1.5 | 2.0 | 7.970 | 5.680 | 0.000 | 0.220 |
| MATERIALS TESTER II  |    | ALL   |   | 28.150 | 0.000  | 1.5    | 1.5 | 2.0 | 7.970 | 5.680 | 0.000 | 0.220 |
| MILLWRIGHT           |    | ALL   |   | 37.770 | 39.770 | 1.5    | 1.5 | 2.0 | 8.960 | 6.910 | 0.000 | 0.490 |
| OPERATING ENGINEER   |    | BLD 1 |   | 41.550 | 45.550 | 2.0    | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | BLD 2 |   | 40.250 | 45.550 | 2.0    | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | BLD 3 |   | 37.700 | 45.550 | 2.0    | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | BLD 4 |   | 35.950 | 45.550 | 2.0    | 2.0 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | FLT 1 |   | 47.250 | 47.250 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER   |    | FLT 2 |   | 45.750 | 47.250 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER   |    | FLT 3 |   | 40.700 | 47.250 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER   |    | FLT 4 |   | 33.850 | 47.250 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER   |    | HWY 1 |   | 39.750 | 43.750 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | HWY 2 |   | 39.200 | 43.750 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | HWY 3 |   | 37.150 | 43.750 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | HWY 4 |   | 35.750 | 43.750 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| OPERATING ENGINEER   |    | HWY 5 |   | 34.550 | 43.750 | 1.5    | 1.5 | 2.0 | 6.850 | 5.600 | 1.900 | 0.700 |
| ORNAMNTL IRON WORKER |    | ALL   |   | 37.350 | 39.600 | 2.0    | 2.0 | 2.0 | 7.750 | 11.58 | 0.000 | 0.500 |
| PAINTER              |    | ALL   |   | 35.400 | 39.820 | 1.5    | 1.5 | 1.5 | 6.550 | 7.400 | 0.000 | 0.420 |
| PAINTER SIGNS        |    | BLD   |   | 28.970 | 32.520 | 1.5    | 1.5 | 1.5 | 2.600 | 2.310 | 0.000 | 0.000 |
| PILEDRIIVER          |    | ALL   |   | 37.770 | 39.770 | 1.5    | 1.5 | 2.0 | 8.960 | 6.910 | 0.000 | 0.490 |
| PIPEFITTER           |    | BLD   |   | 40.000 | 42.000 | 1.5    | 1.5 | 2.0 | 8.660 | 7.550 | 0.000 | 1.120 |
| PLASTERER            |    | BLD   |   | 36.100 | 38.270 | 1.5    | 1.5 | 2.0 | 7.000 | 7.740 | 0.000 | 0.400 |
| PLUMBER              |    | BLD   |   | 41.000 | 43.000 | 1.5    | 1.5 | 2.0 | 8.840 | 5.560 | 0.000 | 0.980 |
| ROOFER               |    | BLD   |   | 35.000 | 38.000 | 1.5    | 1.5 | 2.0 | 6.800 | 3.870 | 0.000 | 0.330 |
| SHEETMETAL WORKER    |    | BLD   |   | 33.400 | 36.070 | 1.5    | 1.5 | 2.0 | 6.460 | 7.850 | 0.000 | 0.590 |
| SIGN HANGER          |    | BLD   |   | 26.510 | 27.360 | 1.5    | 1.5 | 2.0 | 4.200 | 2.280 | 0.000 | 0.000 |
| SPRINKLER FITTER     |    | BLD   |   | 40.500 | 42.500 | 1.5    | 1.5 | 2.0 | 8.500 | 6.850 | 0.000 | 0.500 |
| STEEL ERECTOR        |    | ALL   |   | 36.250 | 37.750 | 2.0    | 2.0 | 2.0 | 8.970 | 10.77 | 0.000 | 0.300 |
| STONE MASON          |    | BLD   |   | 36.430 | 40.070 | 1.5    | 1.5 | 2.0 | 7.700 | 8.770 | 0.000 | 0.440 |
| TERRAZZO FINISHER    |    | BLD   |   | 31.810 | 0.000  | 1.5    | 1.5 | 2.0 | 5.850 | 9.200 | 0.000 | 0.280 |
| TERRAZZO MASON       |    | BLD   |   | 35.390 | 38.390 | 1.5    | 1.5 | 2.0 | 5.850 | 10.05 | 0.000 | 0.320 |
| TILE MASON           |    | BLD   |   | 36.630 | 40.630 | 1.5    | 1.5 | 2.0 | 5.850 | 7.850 | 0.000 | 0.480 |

|                     |         |        |        |     |     |     |       |       |       |       |
|---------------------|---------|--------|--------|-----|-----|-----|-------|-------|-------|-------|
| TRAFFIC SAFETY WRKR | HWY     | 24.300 | 25.900 | 1.5 | 1.5 | 2.0 | 3.780 | 1.875 | 0.000 | 0.000 |
| TRUCK DRIVER        | E ALL 1 | 29.950 | 30.600 | 1.5 | 1.5 | 2.0 | 6.150 | 4.800 | 0.000 | 0.150 |
| TRUCK DRIVER        | E ALL 2 | 30.200 | 30.600 | 1.5 | 1.5 | 2.0 | 6.150 | 4.800 | 0.000 | 0.150 |
| TRUCK DRIVER        | E ALL 3 | 30.400 | 30.600 | 1.5 | 1.5 | 2.0 | 6.150 | 4.800 | 0.000 | 0.150 |
| TRUCK DRIVER        | E ALL 4 | 30.600 | 30.600 | 1.5 | 1.5 | 2.0 | 6.150 | 4.800 | 0.000 | 0.150 |
| TRUCK DRIVER        | W ALL 1 | 30.950 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TRUCK DRIVER        | W ALL 2 | 31.100 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TRUCK DRIVER        | W ALL 3 | 31.300 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TRUCK DRIVER        | W ALL 4 | 31.500 | 31.500 | 1.5 | 1.5 | 2.0 | 6.500 | 3.950 | 0.000 | 0.000 |
| TUCKPOINTER         | BLD     | 36.900 | 37.900 | 1.5 | 1.5 | 2.0 | 5.910 | 8.350 | 0.000 | 0.400 |

#### Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers



treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which were installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Cretor Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled; Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman; etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## **EXHIBIT 10**

### **SYSTEM SPECIFICATIONS**

General. A System will contain two (2) digital still cameras and one (1) digital video camera for each approach that is to be monitored for Red Light Violations. The three (3) cameras will capture the following images: three separate still digital images (a rear image of the vehicle just behind the stop bar with the traffic signal already red, a rear image while the vehicle is in the intersection and a zoomed image of the vehicle's rear license plate) and one 12-second digital video clip (six (6) seconds before and six (6) seconds after the vehicle crosses the stop bar) of each Red Light Violation. As directed by the Executive Director, each still image will display various information, including the date, time, duration of the yellow cycle and time into the red cycle, location, detected vehicle speed and posted speed limit for each Red Light Violation (the information to be displayed will not exceed 256 characters per data box). All three cameras will take high resolution, color digital images (with an aggregate of 7,000,000 pixels per Red Light Violation; ten (10) bits per channel RGB; contrast at 65dB Dynamic Range; and minimum image rate of two (2) frames per second).

Encryption. The Systems will use an encryption method approved by the City for the purpose of protecting the images for alteration.

Camera Housing and Mounting Pole. Camera housing units for each System will be: weather, water and spray resistant; double-walled, stainless steel construction; bullet resistant windows for cameras and flash; security locks; separately mounted (to allow horizontal and vertical adjustment). The camera housing units of each System will be supported on top of a pole that is securely installed to the ground, vandal resistant and constructed of steel. The camera unit will contain a clock that is accessible to service personnel and which maintains the current time to within one (1) minute over a period of no less than seven (7) days. The camera unit will allow Contractor to remotely adjust the following: delay time (for detecting a Red Light Violation) in tenths of a second; the time-distance interval between the first and second Red Light Violation photograph; the date, day and time; the minimum speed needed to activate the camera in 1 mph increments; and variable distance between detection loops. Each camera unit will count the number of Red Light Violations and traffic volumes. Each camera unit will provide back-up storage for a minimum of 800 images and the ability to send the images to remote storage for archival a minimum of two (2) years.

Flash Unit. Each System will contain one flash unit (per approach) that is will provide adequate illumination to photograph Red Light Violations under all light and weather conditions. The flash unit will be adjustable with an intensity range of 100-500 Watts. The flash recycle time will be no more than 0.5 seconds. The flash duration will be approximately 1/2500<sup>th</sup> of a second.

Vehicle Detection System. Each System will contain digital inductive loop detectors (that detect vehicle movement) that have the following features: adjustable frequency and sensitivity control;



direction sensitive; speed sensitive; automatic recovery for opens, shorts and power failure; four (4) channel outputs; presence and pulse mode (independently selected).

Power supply. 110V and 60 Hz. Backup power will be provided so that the System clock and other data elements displayed on the photographic images are maintained for a minimum of seven (7) days in the event of a main power supply failure.

Non-interference. The System will not interfere with the operation of the traffic signal systems.

**EXHIBIT 11**

**FILE LAYOUTS**

The file layout for the Red Light Enforcement image text file is as follows:

- 1 daily data file in the original format to upload.
- 1 daily '3 images-to-many' image file.
- 1 daily text file to confirm image files.

The daily text file is to contain the following information:

**-Header Record**

The first or last record of the image file record key layout is to be a header record in the following format:

| <u>Columns</u> | <u>Field</u>          | <u>Value</u>       |
|----------------|-----------------------|--------------------|
| 001-003        | Header Label          | HDR                |
| 004-013        | File Generated Date   | format: mm/dd/yyyy |
| 014-023        | Total records in file |                    |

The remaining records should be in the following format:

| <u>Columns</u> | <u>Field</u>  | <u>Value</u> |
|----------------|---------------|--------------|
| 001-010        | Ticket Number |              |
| 011-012        | Filler        |              |
| 013-028        | Image Name    |              |

In the Image Name field indicate consistently the plate shot image, the before intersection shot image, and the after intersection shot image.

HDR03/13/20030000000500  
7044444444 7044444444p.jpeg  
7044444444 7044444444b.jpeg  
7044444444 70444444445a.jpeg  
7033333333 7033333333p.jpeg  
7033333333 7033333333b.jpeg  
b7033333333 7033333333a.jpeg

CANVAS is to connect to the Contractor's site to perform "GET" ftp.

The file layout for the Red Light Enforcement data modified to include speeding is as follows:

One header record:

| <b>Columns</b> | <b>Description</b>  | <b>Value/Format</b>              |
|----------------|---|----------------------------------|
| 001-004        | Source  | RDFX                             |
| 005-012        | File Date   | YYYYMMDD                         |
| 013-022        | Number of records in the data file (not including this header record) | 999999999 left padded with zeros |

One to many data records:

| <b>Columns</b> | <b>Field Description</b>     | <b>Value/Comments</b>   |
|----------------|------------------------------|---|
| 1-2            | City Number                  | '01'  |
| 3              | Filler                       | '0'   |
| 4 - 13         | Citation Number              | 10 digit number starting with '7' and padded to the left with zeros |
| 14             | Citation Type Indicator      | 'R' to indicate Red Light citation                                  |
| 15 - 17        | Filler                       | Blanks  |
| 18 - 23        | Issued Date                  | Format: mmddyy  |
| 24 - 27        | Issued Time Hour/Minute      | Format: hhmm  |
| 28             | Issued Time AM/PM            | A or P  |
| 29 - 36        | License plate number         |   |
| 37 - 38        | License plate state          |   |
| 39 - 41        | License plate type           |   |
| 42 - 45        | Vehicle make code            | OTHR  |
| 46 - 55        | Filler                       | Blanks  |
| 56 - 80        | Location                     | Street Number Street Direction Street Name (Direction of Traffic)   |
| 81-107         | Filler                       |   |
| 108 - 112      | Officer ID                   | RDFX  |
| 113 - 119      | Violation code               | 9102020   |
| 120 - 157      | Filler                       | Blanks  |
| 158 - 161      | Unit number                  | RDFX  |
| 162 - 166      | Plate Expire Month and Year  | Format: mm/yy   |
| 167 - 169      | Speed of vehicle             | 3 char alphanumeric ('000' through '999')                           |
| 170-172        | Legal Limit for the Location | 3 char alphanumeric ('000' through '999')                           |
| 173-175        | Unit of Speed                | 'MPH' or 'KPH' 3 chars  |
| 176-195        | Attessor ID                  |   |
| 196-268        | Filler                       | Blanks.   |

Contractor will provide the data necessary to complete each file in the format set forth above.

**EXHIBIT 12**

**ADDITIONAL PROVISIONS RELATING TO PUBLIC WORKS AND  
CONSTRUCTION PROJECTS**

For purposes of this Exhibit 12, references to “Contract” is considered to mean “Agreement.” The performance and payment bond form and the prevailing wage rates schedule referenced in this Exhibit 12 are set forth in Exhibit 8 and Exhibit 9, respectively, of this Agreement.

[attachment]

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
 (Revised January 12, 2006)

**TABLE OF CONTENTS**

|   |           |
|---|-----------|
| <b>I. GENERAL PROVISIONS .....</b>                                      | <b>1</b>  |
| A. ACRONYMS .....   | 1         |
| B. DEFINITIONS.....   | 1         |
| C. USAGE AND CONTRACT INTERPRETATION.....                               | 4         |
| <b>II. CONTRACTOR'S OBLIGATIONS .....</b>                               | <b>5</b>  |
| A. CONTRACTOR .....   | 5         |
| B. CLEANING UP.....   | 6         |
| <b>III. PROPERTY .....</b>  | <b>6</b>  |
| A. OWNERSHIP OF PROPERTY .....  | 6         |
| B. DAMAGE TO CITY PROPERTY .....  | 6         |
| C. SYSTEM ACCEPTANCE.....   | 6         |
| <b>IV. INSTALLATION PLANS, PRODUCT DATA, RECORDS AND SAMPLES.....</b>   | <b>8</b>  |
| A. CONTRACTOR'S RESPONSIBILITIES AND SUBMITTAL PROCEDURES .....         | 8         |
| B. REVIEW BY THE COMMISSIONER .....                                     | 10        |
| C. SOURCE OF MATERIALS .....  | 11        |
| D. RECORD DOCUMENTS .....   | 11        |
| E. RECORD DRAWINGS .....  | 11        |
| F. RECORD SHOP DRAWINGS AND PRODUCT DATA.....                           | 11        |
| G. INSTRUCTIONS, PARTS LIST AND OPERATION AND MAINTENANCE MANUALS ..... | 12        |
| H. ADJUSTMENT OF EQUIPMENT .....  | 12        |
| <b>V. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS .....</b>         | <b>12</b> |
| A. STANDARD OF PERFORMANCE.....   | 12        |
| B. CORRECTION OF WORK .....   | 12        |
| C. MATERIALS AND EQUIPMENT.....   | 13        |
| <b>VI. PERSONNEL.....</b>   | <b>14</b> |
| A. COMPETENCY OF WORKERS .....  | 14        |
| B. SUPERVISION AND SUPERINTENDENCE.....                                 | 14        |
| C. CONTRACTORS PROJECT PERSONNEL.....                                   | 14        |
| D. KEY PERSONNEL .....  | 14        |
| E. PREVAILING WAGE RATES .....  | 15        |
| <b>VII. PERMITS AND LICENSES .....</b>                                  | <b>15</b> |
| A. CONTRACTOR OBTAINS PERMITS .....                                     | 15        |
| B. CITY RESPONSIBILITY .....  | 15        |
| C. HIGHWAY PERMIT BOND.....   | 15        |
| <b>VIII. COORDINATION WITH OTHER CITY DEPARTMENTS.....</b>              | <b>16</b> |
| A. WATER SYSTEM WORK AND USAGE .....                                    | 16        |
| B. SEWER SYSTEM WORK.....   | 16        |
| C. TRAFFIC CONTROL.....   | 16        |
| D. CONSTRUCTION WORK WITHIN PUBLIC WAY.....                             | 17        |
| E. PARKING METER REMOVAL AND REPLACEMENT .....                          | 17        |
| F. TRAFFIC AND PARKING SIGN REMOVAL AND REPLACEMENT.....                | 17        |



## Exhibit 12

### Additional Provisions Relating to Public Works and Construction Projects

(Revised January 12, 2006)

|              |  |           |
|--------------|--|-----------|
| <b>G.</b>    | TREES.....   | 17        |
| <b>H.</b>    | BRIDGES, VIADUCTS, OR PUBLICLY OWNED STRUCTURES.....   | 18        |
| <b>I.</b>    | DEMOLITION.....  | 18        |
| <b>J.</b>    | PROVISIONS RELATING TO RIVER TRAFFIC .....             | 18        |
| <b>IX.</b>   | <b>SCHEDULE .....</b>                                  | <b>18</b> |
| <b>A.</b>    | CONSTRUCTION OPERATIONS PLAN .....                     | 18        |
| <b>B.</b>    | NO DAMAGES FOR DELAY; EXTENSIONS OF TIME.....          | 19        |
| <b>C.</b>    | NOTICE OF LABOR DISPUTES.....                          | 20        |
| <b>D.</b>    | WINTER SHUTDOWN .....                                  | 20        |
| <b>X.</b>    | <b>PAYMENTS.....</b>                                   | <b>21</b> |
| <b>A.</b>    | RETAINAGE .....  | 22        |
| <b>B.</b>    | PAYMENTS TO SUBCONTRACTORS.....                        | 22        |
| <b>C.</b>    | PAYMENTS WITHHELD .....                                | 22        |
| <b>D.</b>    | NIGHT, SUNDAY AND HOLIDAY WORK .....                   | 23        |
| <b>E.</b>    | ACCELERATION.....                                      | 24        |
| <b>F.</b>    | PAYROLL CANVASS REPORTS .....                          | 24        |
| <b>G.</b>    | ELECTRONIC ORDERING AND INVOICES.....                  | 24        |
| <b>XI.</b>   | <b>CHANGES IN THE WORK .....</b>                       | <b>24</b> |
| <b>A.</b>    | CITY'S RIGHT TO CHANGE WORK .....                      | 24        |
| <b>B.</b>    | CONTRACT MODIFICATION .....                            | 25        |
| <b>C.</b>    | CONTRACTOR'S RELEASE.....                              | 25        |
| <b>D.</b>    | PERFORMANCE OF CHANGED WORK .....                      | 25        |
| <b>XII.</b>  | <b>TESTING &amp; INSPECTION.....</b>                   | <b>25</b> |
| <b>A.</b>    | MATERIAL, INSPECTION AND RESPONSIBILITY .....          | 25        |
| <b>B.</b>    | INSPECTION OF THE WORK .....                           | 25        |
| <b>C.</b>    | MATERIALS AND EQUIPMENT TESTING AND INSPECTION .....   | 26        |
| <b>D.</b>    | TESTING LABORATORY LABELS.....                         | 27        |
| <b>XIII.</b> | <b>CONTRACTOR PRACTICES AT SITE.....</b>               | <b>27</b> |
| <b>A.</b>    | COOPERATION AMONG CONTRACTORS.....                     | 27        |
| <b>B.</b>    | PROTECTION OF PERSONS AND PROPERTY.....                | 28        |
| <b>C.</b>    | PROTECTION OF STREETS, ALLEYS AND PUBLIC GROUNDS.....  | 30        |
| <b>D.</b>    | PROTECTION OF EXISTING TREES IN THE RIGHT OF WAY ..... | 31        |
|              | ILLUSTRATION 1: .....                                  | 33        |
|              | ILLUSTRATION 2: .....                                  | 33        |
| <b>E.</b>    | CARE OF EXISTING STRUCTURES AND PROPERTY .....         | 34        |
| <b>F.</b>    | PRECAUTIONS AND SAFETY.....                            | 37        |
| <b>G.</b>    | HEALTH, SAFETY AND SANITATION .....                    | 38        |
| <b>H.</b>    | HAZARDOUS OPERATIONS AND SECURITY .....                | 40        |
| <b>I.</b>    | SERVICES AND USE OF SITE .....                         | 41        |
| <b>J.</b>    | REPORTS AND PLANS .....                                | 43        |
| <b>XIV.</b>  | <b>STANDARD SPECIFICATIONS .....</b>                   | <b>43</b> |
| <b>A.</b>    | CONCRETING IN FREEZING WEATHER .....                   | 43        |
| <b>B.</b>    | PROTECTION OF RAILROAD TRAFFIC AND PROPERTY.....       | 43        |
| <b>XV.</b>   | <b>ENVIRONMENTAL REQUIREMENTS.....</b>                 | <b>44</b> |

## Exhibit 12

### Additional Provisions Relating to Public Works and Construction Projects

(Revised January 12, 2006)

|              |   |           |
|--------------|---|-----------|
| <b>A.</b>    | COMPLIANCE WITH ENVIRONMENTAL LAWS.....                         | 44        |
| <b>B.</b>    | ENVIRONMENTAL PERMITS .....                                     | 44        |
| <b>C.</b>    | DISPOSAL OF MATERIALS, CONSTRUCTION DEBRIS, SOIL AND WASTE..... | 45        |
| <b>D.</b>    | EQUIPMENT AND ENVIRONMENTAL CONTROL DURING TRANSPORT .....      | 46        |
| <b>E.</b>    | ENVIRONMENTAL CONTROL.....                                      | 46        |
| <b>F.</b>    | ENVIRONMENTAL PROTECTION .....                                  | 46        |
| <b>G.</b>    | OPEN DUMPING PROHIBITED.....                                    | 47        |
| <b>XVI.</b>  | <b>BONDS.....</b>   | <b>47</b> |
| <b>A.</b>    | PERFORMANCE AND PAYMENT BONDS.....                              | 47        |
| <b>XVII.</b> | <b>COMPLIANCE WITH ALL LAWS.....</b>                            | <b>48</b> |
| <b>A.</b>    | CONTRACTOR MUST COMPLY WITH ALL LAWS .....                      | 48        |
| <b>B.</b>    | AMERICANS WITH DISABILITIES ACT .....                           | 48        |
| <b>C.</b>    | BUY AMERICA.....  | 48        |
| <b>D.</b>    | STEEL PRODUCTS .....  | 48        |
| <b>E.</b>    | PROVISIONS RELATING TO LIENS .....                              | 48        |
| <b>F.</b>    | VETERANS PREFERENCE.....  | 49        |
| <b>G.</b>    | CHICAGO RESIDENCY REQUIREMENTS.....                             | 49        |
| <b>H.</b>    | EMPLOYMENT OF ILLINOIS LABORERS ON PUBLIC WORKS.....            | 50        |
| <b>I.</b>    | COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE.....             | 50        |

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

**I. GENERAL PROVISIONS**

**A. Acronyms**

"AASHTO" - American Association of State Highway and Transportation Officials

"ACI" - American Concrete Institute

"AED" - Associated Equipment Distributors

"AISC" - American Institute of Steel Construction

"ANSI" - American National Standards Institute

"ASME" - American Society of Mechanical Engineers

"ASTM" - American Society for Testing and Materials

"CPM" - Critical Path Method (*See, XI "Schedule," and also Section XI.B.2.*)

"CTA" - Chicago Transit Authority

"EDS" - See Section XXII.H.

"FEPC" - Fair Employment Practices Commission

"IDOT" - Illinois Department of Transportation.

"NEC" - National Electric Code

"NEMA" - National Electrical Manufacturer's Association

"NFPA" - National Fire Protection Association

"OSHA" - U.S. Occupational Safety and Health Administration

"SSRBC" - IDOT Standard Specifications For Road and Bridge Construction issued by IDOT, as amended from time to time. See: <http://www.dot.state.il.us/desenv/hwyspecs.html>.

**B. Definitions**

1. "Architect/Engineer" means the person designated by the Commissioner to provide the Contract drawings and Detailed Specifications for the Work you are to perform.
2. "Business day" means Monday through Friday, unless an officially designated City holiday falls on one of those days. By contrast, see "Day" I.B.18 and "Working Day" I.B.49.
3. "Chief Procurement Officer" means the Chief Procurement Officer for the City and any representative duly authorized in writing to act on his/her behalf.
4. "City" means the City of Chicago.
5. "City Engineer" means Chief Engineer of the corresponding Bureau of the Department Contract and any representative duly authorized in writing to act on his behalf.
6. "City Forester" means the Commissioner of the Department of Streets and Sanitation or his designated representative.
7. "Commissioner" means the head of the Department and any representative duly authorized in writing to act on his behalf.
8. "Comptroller" means City Comptroller or his designated representative.
9. "Construction Manager" means the person designated by the Commissioner to oversee construction of the Project.
10. "Consultant(s)" refers to the person, firm or corporation awarded a contract by the City to provide professional architectural or engineering design services or construction supervision for the Project.

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

11. "Contract" means this Contract, including your bid proposal (as accepted by the City), the City's bid specification, which includes Books 1, 2, and 3, plans and drawings, addenda, all exhibits and schedules that are attached to it and documents incorporated in it by reference; fully executed performance and payment bond(s); and all amendments, modifications, or revisions made from time to time in accordance with its terms.
12. "Contract Completion Date" is the date, determined by the Commissioner, on which the Project is to reach Substantial Completion. The Contract Completion Date will be determined based on the duration for the Project set by the Contract as adjusted by any Contract Modifications that extend or reduce the duration of the Project.
13. "Contract Modification" means a written modification of the terms and conditions of this Contract, signed by you, the Chief Procurement Officer, the Mayor, and the Comptroller.
14. "Contract Price" is defined in Section XIII.A.
15. "Contract Time" is the duration of the Work from when the Work is required to begin until the scheduled date for Substantial Completion, including approved time extensions. See I.B.47.
16. "Contractor" or "you" means the entity that is awarded this Contract.
17. "Corporation Counsel" means the head of the City's Department of Law and any Assistant Corporation Counsel duly authorized to act on the Corporation Counsel's behalf.
18. "Day" means calendar day, unless otherwise stated. By contrast, see "Business Day" I.B.42 and "Working Day." I.B.49.
19. "Department" means the City Department identified on the cover of this Book 1 of this Contract.
20. "Detailed Specifications" means the written requirements for materials and equipment to be used in the Work, including any plans or drawings and standards of performance for the Work, which are set forth in Book 3 or incorporated in it by reference.
21. "Engineer" means the Commissioner of the Department or any other person designated by him. See also, I.B.7.
22. "Environmental Laws" means all applicable federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.
23. "Equipment" means all machinery and equipment, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper and acceptable completion of the Work.
24. "Field Order" means the written order to you, signed by the Commissioner, unilaterally directing changes in the Work or the Contract Time, or directing you to take corrective action and to adhere to Contract documents
25. "Final Completion and Acceptance of the Work " means the last date on which all of the following events have occurred:
  - a. The Commissioner has determined that all Punch List Work and any other remaining Work have been completed in accordance with the Contract documents;
  - b. final inspections have been completed and operations systems and equipment testing have been completed;
  - c. final occupancy certifications have been issued;
  - d. all deliverables have been provided to the Commissioner; and

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

- e. all contractual requirements for final payment have been completed.
26. "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls, oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Atomic Energy Act (42 USC Sec. 2014, *et seq.*), pesticides under the federal Insecticide, Fungicide and Rodenticide Act (7 USC Sec. 136, *et seq.*) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," or "toxic substance" (or comparable term) in any Environmental Law.
27. "Include" (in all of its forms) means "include without limitation" unless the context clearly indicates otherwise.
28. "Management Consultant" or "Program Manager" means the organization or entity, if any, that the City has retained to oversee the planning, design, and construction of the Project.
29. "Municipal Code" means the Municipal Code of Chicago.
30. "Notice to Bidders" means Advertisement for Bids, the official notice inviting bids for the proposed Work to be done under this Contract.
31. "Night Work" means work performed between the hours of 9:00 p.m. and 8:00 a.m. unless otherwise defined in the plans.
32. "Notice to Proceed" means written authorization from the Commissioner for you to begin the Work on a specified date.
33. "Product Data" are illustrations, standard schedules, performance charts, instructions, descriptive literature, catalogs and brochures, performance and test data, test certifications, diagrams and other information that you furnish to illustrate a material, product, or system, for some portion of the Work.
34. "Project" means, collectively, the improvements you will be constructing in accordance with the Contract.
35. "Record Documents" means all documents pertaining to the completed Work and Project that the Contract requires you to provide to the City, including Record Drawings, record Shop Drawings, Product Data, warranties, instructions, parts list, certified payrolls, operations and maintenance manuals (and photographs and video tape if specified in the Contract).
36. "Record Drawings" means drawings reflecting the final built Project configuration, including approved modifications.
37. "Provide" means furnish and install, unless otherwise specified in this Contract.
38. "Punch List" or "Punch List work" means minor adjustment, repairs or deficiencies in the Work, as determined by the Commissioner, in his sole discretion.
39. "Samples" mean physical examples that illustrate materials, equipment or workmanship. Samples include materials, fabricated items, equipment, devices appliances, or parts of them as called for in the Detailed Specifications, and any other Samples that may be required by the Commissioner to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials you propose conform to the required characteristics.
40. "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by you or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop Drawings include: fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; wiring and control diagrams; and other drawings



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

pertaining to materials, equipment and systems and methods of construction as may be required to show that the materials, equipment or system conform to the Contract requirements.

41. "Special Wastes" means those substances as defined in the Illinois Environmental Protection Act, 415 ILCS 5/3.45, and further defined in Section 809.103 of 35 Illinois Administrative Code, Subtitle G, Ch. 1.
42. "Standard Specifications" means the SSRBC. See Sections I.A.
43. "State" means the State of Illinois.
44. "Subcontractor" means any person or entity with whom you contract to provide any part of the Work, and all subcontractors of any tier, including suppliers and material persons, whether or not in privity with you. See Section XIII.G.1.F (1) for "Field Labor Subcontractor" and Section XIII.G.1.F (2), for "Materials Subcontractor."
45. "Submittals" means Schedule, Shop Drawings, Product Data or Samples and other items as may be required by the Contract.
46. "Substantial Completion Date" is the date upon which you have met the requirements for Substantial Completion
47. "Substantial Completion of the Project" or "Substantial Completion" means that, in the opinion of the Commissioner, you have completed all Work in accordance with the Contract, except for Punch List work, and the City is able to occupy and use the Project for the purpose intended.
48. "Work" means all labor, materials, equipment, deliverables, and other incidentals you are to provide under this Contract that are necessary or convenient to the successful completion of this Project and that are required by, incidental or collateral to the Contract.
49. "Working Day" has the same meaning as in the SSRBC. By contrast, see "Business Day" (I.B.2) and "Day" (I.B.18).
50. "You," in all of its forms, means the Contractor.

#### **C. Usage and Contract Interpretation**

1. Unless a contrary meaning is specifically noted elsewhere, words such as, "as required," "as directed," "as permitted," and similar words mean that requirements, directions of, and permission of the Commissioner are intended. The words "approved," "acceptable," "satisfactory," or words of like import, mean "approved by," "acceptable to," or "satisfactory to" the Commissioner. The words "necessary," "proper," or words of like import as used regarding the extent, conduct or character of the Work specified means that Work must be conducted in a manner, to the extent, or be of character that is "necessary" or "proper" in the opinion of the Commissioner. The Commissioner's judgment in these matters is final and you are not permitted to contest it.
2. Where the imperative form of an address is used, such as "perform the excavating," "provide equipment required," "remove obstructions encountered," "furnish and install reinforcing steel bars," etc., that address is directed to you .
3. Whenever reference to a law is contained in this Contract, the reference includes any amendments to the law.

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

**II. CONTRACTOR'S OBLIGATIONS**

**A. Contractor**

1. Except as may be expressly provided otherwise in the Contract, you are solely responsible for selecting the means, methods, techniques, sequences, and procedures used in performing the Work. The intent of the Detailed Specifications is to describe the completed Work that you must provide to fulfill the requirements of the Contract. The Detailed Specifications are not intended to cover every detail of materials, parts, or activities necessary to complete the Work. You must perform all activities that may be required or necessary to complete the Work in accordance with the Contract. For the Contract Price, you must construct, furnish and install all materials, parts and labor necessary to complete the entire Work, whether or not the Contract particularly specifies or shows the details of Work.
2. The Contract Price includes all costs and expenses for which you will be compensated in connection with the Contract, including
  - a. the costs of performing any or all of your obligations and duties under the Contract;
  - b. the costs of all materials, equipment, supplies, tools, machinery, labor, supervision, management and items of any and all kinds that are or may be necessary and incidental to the full and satisfactory completion of the Work, whether or not specified or indicated in the Contract;
  - c. the costs of permits, insurance, bonds and license;
  - d. the costs associated with any risks you assume under the Contract;
  - e. the costs associated with all warranties and guarantees;
  - f. the costs of complying with the directives of the Chief Procurement Officer and/or the Commissioner;
  - g. the costs of complying with all laws applicable to the Contract; and
  - h. all overhead and profit.

No term of the Contract that further specifically indicates that you must bear the costs of an item or that further specifically indicates that an item will be performed at no additional cost to the City will be construed or interpreted to in any way limit the foregoing.

3. You must begin the Work on the date specified in the Notice to Proceed. In addition, upon receipt of the Notice to Proceed, you must assign and maintain during the term of the Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, and qualified to perform the Work. You must include among your staff such personnel and positions as the Contract may require.

If, in the reasonable opinion of the Commissioner, the performance of your personnel assigned to the Work is at an unacceptable level, or does not comply with the provisions of Section VIII.A, "Competency of Workers," those personnel must cease to be assigned to this Work and must return to you. You must then furnish to the Commissioner the name of a substitute person or persons in accordance with this Section III.A.6. Absence of sufficient qualified personnel for the Work constitutes an event of default.

4. You must supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

the Contract. You are responsible for providing a finished Project that complies fully with the Contract.

**B. Cleaning Up**

During the construction, you must keep the Work site and adjacent premises as free from material, debris, and rubbish as is practicable and must remove them entirely and at once, if in the opinion of the Commissioner, the material, debris or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public. Upon verbal and/or written notification of unacceptable work day conditions by the City, you will be responsible for immediate rededication within 48 hours of notification. Your failure to act accordingly will result in completion of remediation work by the City at your expense.

As a condition of Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and must restore the site to the same general conditions that existed before the Work began.

You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of the Work, or existing work, due to your operations.

You are solely responsible for and must assume all liability associated with off-site disposal of any Hazardous Materials generated as a result of your construction activities.

**III. PROPERTY**

**A. Ownership of Property**

The City will be the owner of the Work, including any installed fixtures, upon System Acceptance by the Commissioner Ownership of Detailed Specifications and Other Contract Documents

**B. Damage to City Property**

If you cause damage to City property, you must, at the sole option of the City, either: (i) pay the cost of repair of the damage; or (ii) repair or replace any property so damaged. The City has the right to a set-off against its payments to you under this Contract for the cost of any such repairs.

**C. System Acceptance**

1. Ready for Inspection. When you deem the Work to be complete, you must notify the Commissioner, in writing, that the Work will be ready for an inspection and/or test on a date you specify. The notice must be given at least 15 days in advance of the date. If the Commissioner concurs that the Work will be ready for inspection or testing on the date given, the Commissioner will make the inspection within a reasonable period of time. The scheduling of the inspection to determine whether the Work is complete does not relieve you of your responsibilities under the Contract. You must cooperate in all respects in the scheduling and performance of the inspection.
2. Payment of Remaining Retainage at System Acceptance. Unless expressly stated otherwise in the Agreement, the remaining Retainage will be paid when all Work, including Punch List work, is complete and you submit to the Commissioner a sworn affidavit stating the following:

- a. All payrolls, invoices for materials and equipment and all other indebtedness connected with

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

the Work for which the City might in any way be responsible have been paid or otherwise satisfied;

- b. All waivers of lien required by the Contract have been provided to the Commissioner;
- c. As of the date the affidavit is signed, all known claims made by Subcontractors of any tier and others against you, the City, any agents or representatives of the City pertaining to the Work required under this Contract were provided in writing to the Commissioner and have been resolved;
- d. The warranties and guarantees required by the Contract have been provided to the Commissioner; All warranties and guarantees are in full force and effect;
- e. The surety's written consent, signed by its authorized representative, to final payment being made directly to you is attached to the affidavit;
- f. Acceptance of final payment will constitute a general release to the City, its agents, representatives, officials and employees of all other claims of liability for anything done or furnished or relating to the Work or for any act or neglect of the City or its agents, representatives, officials and employees relating to or connected with this Contract;
- g. Record Documents have been provided to the Commissioner;
- h. All other documents requested by the Commissioner have been provided; and
- i. Wages paid and classifications for laborers and mechanics, including apprentices and trainees employed on the Project, in the following form:

**FINAL CERTIFICATE**

*The undersigned, Contractor on \_\_\_\_\_ (Specification No: \_\_\_\_\_ /Contract No. \_\_\_\_\_) certifies that all laborers, mechanics, apprentices and trainees employed by it or by a Subcontractor performing Work under the Contract have been paid wages at rates not less than those required by the Contract provisions, and that the Work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the Contract or training program provisions applicable to the wage rate paid.*

*Signature and Title*

\_\_\_\_\_  
*Name*

*Authorized Officer*

\_\_\_\_\_  
*Title*

*Contractor:* \_\_\_\_\_

*Project:* \_\_\_\_\_

*The payment of the remaining retainage to Contractor signifies the City's Final Completion and Acceptance of the Work.*

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

**IV. INSTALLATION PLANS, PRODUCT DATA, RECORDS AND SAMPLES**

**A. Contractor's Responsibilities and Submittal Procedures**

1. Shop Drawings, Product Data, Samples are part of the Work under this Contract, and if also specified, video tape and/or photographs. You must provide them at your expense to the satisfaction of the Commissioner.
2. You must submit to the Commissioner those Shop Drawings, Product Data, Samples, video tape and photographs required for the Work involved under this Contract in accordance with the Schedule.
3. The Schedule must include a schedule of proposed submittal dates. The dates listed in the Schedule must allow sufficient time for review and processing of Shop Drawings or other data by the City and your re-submittal of them, if necessary, before you will need them to complete your performance of the Work they represent under this Contract. No extensions of time will be granted to you because of your failure to have Shop Drawings, Product Data, Samples, video tape and photographs submitted in time to allow for review, re-submittal and final review. You must also submit a separate submittal schedule (in table format), in addition to the Schedule, identifying all Submittals with submittal dates to the Commissioner for review and approval.
4. In preparing the Schedule, you must allow 28 days for review and 14 days for processing into and out of the office. Every reasonable effort will be made by the Commissioner to hold to the above time for normal submittals.
5. You must prepare and submit proper Shop Drawings, Product Data, Samples, video tape and photographs in accordance with your contractual obligations. By submitting them, you represent that you have determined and verified all materials, field measurements, field conditions and quantities, and that you have checked and coordinated the information contained within the Submittal, including your Subcontractors' Submittals, with the requirements of the Work and of the Contract documents. Shop drawings must establish the actual detail of all manufactured and fabricated items and indicate the proper relation to the adjoining Work.
6. You must date and stamp all Shop Drawings, Product Data, Samples, video tape and photographs. You must also indicate on them that you have reviewed and checked them before submission and found to be in conformance with the Contract. All Submittals must be transmitted to the Commissioner. You must clearly mark each Shop Drawing, Video Tape, Product Data and Sample, in accordance with the following for purposes of identification and record:



**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

***SUBMITTAL IDENTIFICATION***

*Name of Project:* \_\_\_\_\_

*Contract Name and Number:* \_\_\_\_\_

*Date of Submittal:* \_\_\_\_\_

*Submittal Number:* \_\_\_\_\_

*Re submittal of Submittal Number:* \_\_\_\_\_

*Identification of Deviations from Contract documents:* \_\_\_\_\_

*Specification Section, Page, and Paragraph No. and/or Drawing No.:* \_\_\_\_\_

*Type of Material and Manufacturer:* \_\_\_\_\_

*Intended use:* \_\_\_\_\_

*Applicable Standards such as ASTM numbers:* \_\_\_\_\_

***CHECKED AND SUBMITTED IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS.***

*Contractor:* \_\_\_\_\_

*By:* \_\_\_\_\_ *Date:* \_\_\_\_\_

7. Shop Drawings must be submitted with accurate dimensions. The Shop Drawings must represent the actual manner in which the Work is manufactured and installed, and the relation of the Work installed to that of other trades, clearances, and all other pertinent data. Cross-section drawings must indicate minimum clearances and all other pertinent data. Dimensions must be expressed in feet and inches. Designs prepared in the metric system may be submitted with metric units, but the equivalent English units must also be shown. All weights and dimensions must be certified before submission for review.
8. The Commissioner's review and acceptance of Shop Drawings in no way relieves you from responsibility for errors or omissions that may exist in the Work or on the certified Shop Drawings. Where such errors or omissions are discovered, you must correct them at no additional cost to the City. Submittals must be sufficiently complete to allow for proper review. You must submit all Shop Drawings, Product Data, Samples, video tape and photographs to the Commissioner for review with an accompanying transmittal letter containing the above Submittal identification data and a list of items being submitted. You must coordinate Submittals into logical groups or sets to facilitate review of several related items.
9. Any Submittal that in the Commissioner's sole opinion is not complete and in proper form will be returned to you without review. You must not submit as Shop Drawings duplicates or reproductions of any Contract documents issued by the City.

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

10. Before submitting Shop Drawings, Product Data, Samples, video tape and photographs, you must notify the Commissioner in writing of any deviations in the Submittals from the requirements of the Contract. If deviations from the Contract requirements are rejected by the Commissioner or if evaluation of the deviations delays the progress of Work, any delay caused will not be compensable by a time extension.

#### **B. Review by the Commissioner**

1. Submittals will be reviewed by the Commissioner for compliance with the Contract. In reviewing them the Commissioner will not verify dimensions and field conditions. Any such review does not relieve you, your Subcontractor, manufacturer, fabricator or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract, nor does it relieve you or them from responsibility for (i) errors of any sort in Shop Drawings, Samples and Product Data, (ii) responsibility for proper fitting of the Work, or (iii) the necessity of furnishing any Work required by the Contract that may not be indicated on Shop Drawings when reviewed. You are solely responsible for any quantities that may be shown on the Shop Drawings. The Commissioner's review of a specific item does not indicate approval of an assembly of which the item is a component.
2. You must not fabricate products, begin Work, order or have delivered any material, equipment or system that requires a reviewed Submittal until return of the Submittal from the Commissioner with a stamp authorizing Work and/or delivery and installation to be performed, as described in Section V.B.3, immediately below.
3. The Commissioner will return Submittals stamped as follows:
  - a. "No Exceptions" means no changes need be made on the reviewed Submittal. You may proceed with the Work for that Submittal. Re-submittal is not required.
  - b. "Exceptions as Noted" indicates that the Submittal is accepted subject to the corrections and/or comments noted. You may proceed with the Work for that Submittal but only if you incorporate the Commissioner's comments, and/or corrections. Re-submittal is not required, but the corrections must be reflected in the Record Documents.
  - c. "Revise and Resubmit" means that the Submittal does not meet all the requirements necessary to proceed with the Work associated with the Submittal. You must resubmit in accordance with the reviewer's comments and/or corrections. Submittals marked in this manner must not be released for fabrication, delivery or construction.
4. If the Submittal requires revision, you must notify the Commissioner and all pertinent Subcontractors, in writing, that the reviewed set has been withdrawn.
5. Submittals that require revisions must be corrected and resubmitted to the Commissioner to maintain the approved Schedule, but in no event more than three days after receipt of the Commissioner's comments.
6. Shop Drawings: After review by the Commissioner, one reproducible stamped by the Commissioner as previously described in Section V.B.3 above will be returned to you.
7. Submission and Review of Samples: If a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, you must furnish a sufficient number of Samples of the specified materials to indicate the full range of those characteristics that will be present in the finished products. Any product delivered or erected without submission and review of full-range Samples is subject to rejection. Each tag or sticker must have clear space for your stamps and those of the Commissioner. Notice of the result of the review will be provided to you

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

with one of the stamps indicated in Section V.B.3 above. Rejected samples will be returned. Accepted samples will be retained by the Commissioner and become the property of the City. Where color samples are required to be submitted, color samples must be submitted on the actual material that will finally be installed in the Work. The various parts of the Work must be in accordance with the reviewed and approved Samples.

8. **Product Data:** After review by the Commissioner, two sets of Product Data stamped by the Commissioner as previously described will be returned to you.

#### **C. Source of Materials**

You must notify the Commissioner in writing as soon as possible after the Contract has been awarded, but not less than three weeks before the need for inspection and testing of the source (or sources) from which you expect to obtain the various construction materials. The source of supply of each material used must be approved by the Commissioner before delivery is commenced. If sources previously approved are found to be unacceptable at any time and fail to produce materials satisfactory to the Commissioner, you must furnish materials from other approved sources.

#### **D. Record Documents**

At Substantial Completion, you must deliver all Record Documents to the Commissioner, in suitable transfer cases clearly marked "Record Documents," arranged in proper order and indexed. At the discretion of the Commissioner, the Commissioner may make the submission of all Record Documents a prerequisite to reduction of retention from 5% to 3% under Section XIII.D, "Retainage," of the Contract.

#### **E. Record Drawings**

1. As the Work progresses, you and the Subcontractor for each trade or division of work, under your direction must keep a complete and accurate record of the following:
  - a. Changes between the Work as shown on the Contract drawings and the Shop Drawings indicating the Work as actually installed;
  - b. The specific location of all infrastructure elements, including piping, valves, ductwork, equipment, driveways, catch basins, sewer lines, waterlines, water mains, and other such elements that were not accurately located or changed location or elevation from that shown on the Contract drawings; and
  - c. Equipment schedules indicating manufacturers' names and model numbers installed.
2. You must record changes neatly and correctly daily on full size prints of the Contract drawings updated daily. You must keep this record set of Contract drawings at the job site for inspection by the Commissioner. Upon completion of the Work, you must submit a final set of full-size prints to the Commissioner for review and acceptance.
3. At the time Record Drawings are delivered to the Commissioner, you and each Subcontractor must certify, in writing, that the Record Drawings are complete and accurate.

#### **F. Record Shop Drawings and Product Data**

1. As the work progresses, you must keep a complete and accurate record of the changes and deviations from the Work as shown on the Shop Drawings and Product Data indicating the Work performed. You must furnish Record Shop Drawings in a form and quantity acceptable to the Commissioner. Record Shop Drawings must be submitted for all items reviewed as Shop

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

Drawings. Record Shop Drawings must be legibly drawn on sheets of mylar or such other medium as directed by the Commissioner. Record Shop Drawings must be submitted on the same size sheets as the Contract Document drawings and include an index of all items.

2. You must furnish 10 record copies of Product Data in loose leaf binders. Loose leaf binders must be subdivided by Submittal numbers and must contain an index of all items.

#### **G. Instructions, Parts List and Operation and Maintenance Manuals**

You must furnish a complete list of equipment actually installed. The list must include a copy of pertinent nameplate data, name and address of local representative who stocks or furnishes repair or replacement parts, and name, address, and telephone number of the Subcontractor responsible to you for the equipment under the guarantee. You must guarantee any such equipment with respect to the City.

You must submit suitable operating instructions for each major component of equipment and its controls. Instructions must include a schematic diagram accurately showing equipment and controls as installed. You must include with each diagram a set of simple operating instructions stating how the system must be stopped and started, what adjustments are to be made by the operator, and what to do in case of an emergency. You must submit five copies of proposed instructions to the Commissioner for review and acceptance. Upon acceptance, you must post applicable instructions as directed by the Commissioner.

You must submit maintenance data prepared by the manufacturer of each major component of equipment and its controls. Data must include complete parts list, itemized lists of common purchase items of materials (e.g., bearings, packing, connectors, sealing devices, and other standard items) indicated by their standard trade designation, recommended routine and inspection maintenance, including testing recommendations to evaluate efficiency of performance, lists of special tools and gauges, lubricating instructions, and recommended spare parts lists, tolerances and clearances required for maintenance, and trouble-shooting guides prepared in a simple format to indicate complaint or problem, probable cause, and remedy. You must submit five copies of the proposed maintenance data to the Commissioner for review and acceptance in accordance with Article XV.

#### **H. Adjustment of Equipment**

Before the Work is turned over to the City, you must furnish the necessary instruments, test equipment, services, and personnel required to adjust and balance each piece of equipment in order to provide a smoothly functioning, well-integrated system complying with the letter and intent of the Contract.

### **V. QUALITY OF WORKMANSHIP, EQUIPMENT AND MATERIALS**

#### **A. Standard of Performance**

In addition to performing the Work in full compliance with the Contract you must perform, or cause to be performed, all Work required of you under the terms and conditions of this Contract with that degree of skill, care, and diligence normally exercised by qualified and experienced contractors in performing work in projects of a scope and magnitude comparable to the Work.

#### **B. Correction of Work**

1. You must, upon discovery of any defective or non-conforming Work, or when directed in writing by the Commissioner, promptly re-perform, correct or remove all Work identified to be defective or as failing to conform to the standards set forth in, or any requirement of the Contract, whether



**Exhibit 12****Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

or not completed. You must bear all costs of correcting the defective or non-conforming Work, including costs associated with removing any defective or non-conforming Work, replacing the defective or non-conforming Work with non-defective, conforming Work and any compensation for any additional equipment, materials and/or services made necessary by the removal and replacement.

2. If you do not proceed with re-performance, correction or removal of the defective or non-conforming Work after written notice from the City within the time period designated by the notice, the City may correct or remove it and may store the materials and/or equipment at your expense, then complete the corrective Work. If you do not pay the costs incurred for the removal, storage and correction within 10 days after you receive written notice from the City of the amount of the costs, the City may upon 10 additional days' written notice, sell any such materials and/or equipment at an auction or at a private sale and will account for the net proceeds, after deducting all the costs you are required to bear, including compensation for the City's services. If the proceeds of sale do not cover all costs for removal and correction of the Work, the difference will be charged to you with a deduction of any amounts due you, and an appropriate Contract modification will be issued. If later payments due you are not sufficient to cover the amount, you must pay the difference to the City, or the City may deduct the amount from any other funds due to you, including any amounts due under any other contract between City and you.
3. You must not perform any work without lines and grades or beyond the lines shown on the drawings or outside the scope of the Contract, without the prior written consent or direction of the City. It is not authorized, and if you do so you perform it at your sole expense. Upon direction of the City, work so done must be removed or replaced and those areas restored to their previously existing state at your sole expense.
4. Neither the determination of Final Completion and Acceptance of the Work, nor payment, nor any provisions in the Contract will relieve you of responsibility for defective or non-conforming Work, faulty materials, equipment or workmanship, and unless otherwise specified, you must remedy any defects due to the foregoing and pay for any damage to the Work or other property resulting from defective or non-conforming Work, or faulty materials, equipment or workmanship throughout the Warranty Period, as defined in Section VII.E, "Warranties," below. The City will give you written notice of the observed defects with reasonable promptness.

**C. Materials and Equipment**

1. **Quality of Materials.** Unless otherwise specified in the Contract you must use all new materials for the Project and use them in such a manner as to produce completed Work that conforms with the Contract and is acceptable in every detail to the Commissioner. Only materials that conform to the requirements of these specifications may be incorporated or used in the Work. In the absence of a definite specification, materials must be the best of their respective kind with properties best suited to the Work required.

**Materials Inspection and Responsibility.** Before any material is incorporated into the Work, you must submit a "Request for Materials Inspection" to the Commissioner. You are solely responsible for submitting the requests with sufficient time for the City to conduct its inspection. You are not entitled to payment for uninspected materials. The City has the right to inspect any material to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. By performing any tests or accepting any materials, the City in no way relieves you of any of your obligations or responsibility under this Contract. Materials, components or completed Work that do not comply with the Detailed Specifications and other requirements of this Contract may be rejected by the City, and you must



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

replace them at no additional cost to the City. After you receive notice from the City that materials or components have been rejected, you must promptly remove them from the City's premises at no additional cost to the City.

#### **2. Manufacturers' Warranties**

##### **a. You must:**

- (1) ensure that all required manufacturers' warranties pass through to the Department;
- (2) submit all applicable manufacturers' warranties to the Commissioner and ensure that all warranty forms have been completed in the Department's name and registered with the appropriate manufacturers.

- b. Whenever you make repairs or provide replacements under Section VII.E.4, you must provide a manufacturer's warranty for the repaired or replaced Work, if standard with the manufacturer, in addition to your warranty under Section VII.E.2.

## **VI. PERSONNEL**

### **A. Competency of Workers**

You must employ only competent and efficient laborers, mechanics or artisans on the Work. Whenever, in the opinion of the Commissioner, any worker is careless, incompetent, violates safety or security rules, obstructs the progress of the Work, acts contrary to instructions or acts improperly, or fails to follow the safety requirements of this Contract, you must, upon request of the Commissioner, remove the worker from the Work. You must not permit any person or worker to enter any part of the Work or any buildings connected with it who is under the influence of intoxicating liquors or controlled substances.

### **B. Supervision and Superintendence**

While Work is in progress, either by your labor force or that of your Subcontractor, you must have a full-time, experienced and qualified superintendent assigned to the Work. You must superintend the Work and must have a competent superintendent at the job site at all times with authority to act for you as the contact person with the Commissioner.

### **C. Contractors Project Personnel**

No separate payment will be made to you for the cost of personnel. Those costs must be included in the Contract Price.

### **D. Key Personnel**

Upon award of the Contract, you will submit a project staff organization chart that includes the names and resumes of employees in key positions for this project. All employees in key positions must be approved by the Commissioner.

You must employ and assign to work on this Contract a qualified engineer as a project manager with a valid Professional Engineer's License in the State of Illinois, satisfactory to the Commissioner, to act as a contact person with the Commissioner and a Registered Land Surveyor to set and maintain the lines and grades necessary for the proper performance of the Work under this Contract.

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

**E. Prevailing Wage Rates**

In the performance of the Work, you are fully responsible for paying not less than the prevailing rate of wages as determined by the Illinois Department of Labor, which must be paid to all laborers, mechanics, and other workers performing Work under this Contract.

Your attention is called to the generally prevailing hourly rate of wages, as determined by the Illinois Department of Labor, which are bound in Exhibit 9 of these specifications and which are incorporated into the Contract. These wage rates are also the prevailing wage rates for the City of Chicago, as determined by the Department as of the date of publication of these specifications.

The wage rates set forth in these specifications were the rates in effect at the time these specifications were issued. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work before completion of the Project, the revised rate applies to this Contract from the effective date of the revision, but the revision does not entitle you to any increased compensation under the terms of this Contract.

As a condition of making payment to you, the City may require you to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workers employed on this Contract in accordance with Illinois law.

**VII. PERMITS AND LICENSES**

**A. Contractor Obtains Permits**

Whenever the Work under this Contract requires permits to be obtained from the City or other public authorities, you must obtain them and furnish triplicate copies of the permits to the City before the Work covered by the permits is started. You must obtain all the necessary permits and pay the associated fees for the special use of, or removal, alteration or replacement of, certain City-owned facilities and appurtenances such as traffic signs, parking meters, trees, sewers, hydrants, bridges and viaducts that are required for you to perform your Work, and you must abide by all applicable municipal ordinances. You must also furnish copies of these permits to the City before the Work covered is started. Information with regard to the above may be obtained by contacting the appropriate City Departments. See Article X below. **NO WORK IS ALLOWED TO PROCEED BEFORE YOU OBTAIN REQUIRED PERMITS.**

**B. City Responsibility**

The City will obtain permits required from the Metropolitan Water Reclamation District of Greater Chicago, the IEPA, IDOT Division of Water Resources, the U.S. Coast Guard, and the U.S. Army Corps of Engineers.

**C. Highway Permit Bond**

If you are required to post a highway permit bond, it must remain in effect for at least five years from the date the permit is issued.

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

**VIII. COORDINATION WITH OTHER CITY DEPARTMENTS**

**A. Water System Work and Usage**

If water from a City hydrant is necessary for the execution of the Work, you must obtain a hydrant permit from the City's Department of Water Management. You must obtain a permit from that department also for any construction, repair or adjustment of any water main, branch or service connection. Requests for permits must be made at the **Department of Water Management, City Hall, 121 North LaSalle Street, Room 906, Chicago, Illinois 60602; 312/744-7060.**

**B. Sewer System Work**

If you will be constructing, repairing, adjusting or cleaning any subsurface structure designed to collect or transport storm and/or sanitary waste water, either in private property or in the public way you, through a licensed drainlayer, must obtain a permit issued under this Section VIII.B. (A licensed drainlayer is a person possessing a current sewer and drain license issued by the Department of Water Management.) Requests for permits must be made at the **Department of Water Management (Sewers and Drains), 333 S. State Street, Room 410, Chicago, IL 60604-3971; 312/747-8117.**

Project plans must be submitted to the Department of Water Management (Sewers and Drains) sufficiently in advance for examination and review. Plans meeting the department's requirements must be submitted with the application for permit at least four days before the issuance of permit. When applying for a permit, you must submit three sets of plans that show all new underground sewer Work inside and around the project with a clear site or location plan together with the estimate of quantities for sewer sizes and sewer structures to be installed.

A copy of the permit must be on the Work site before the start of construction. Failure to obtain a permit before the start of construction will result in a penalty and could result in the revocation of the drainlayer's license.

You must arrange for sewer inspections at least 48 hours before the start of Work. Inspections may be requested by calling **(312)744-7501 for Plumbing Inspections and (312) 747-7892 for Mason Inspections.**

**C. Traffic Control**

When it becomes necessary for you to close a street, in whole or in part, you must make arrangements with the Department of Transportation, Bureau of Inspections, Construction Compliance Section (Public Way Permits), Room 804, City Hall, Chicago, Illinois 60602, at least two weeks in advance of the closure. The Bureau of Inspections may issue a permit, partially closing a street and setting forth the requirements regarding the furnishing, placing, maintaining and removing of signs, lights and barricades, the furnishing of flaggers, and other provisions for the safe handling of traffic during your use of the street.

You are responsible for all traffic control necessary in obtaining an IDOT Utility Permit for Work within the IDOT right of way.



**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

**D. Construction Work Within Public Way**

In order to perform any construction work within the public way, you must provide a letter of credit in an amount as required by the Commissioner, with a minimum amount of \$5,000. In addition, any constructing or reconstructing sidewalks, driveways, curb and/or curb and gutter, alleys or finished concrete pavement requires a permit from the Bureau of Traffic in accordance with Chapter 10-20 of the Municipal Code. If you are not licensed as a sidewalk contractor, before any permits for the work can be issued, you must submit written evidence to the Director of Construction Compliance, Bureau of Inspection, that a licensed sidewalk contractor will perform the Work on your behalf. Contact the Department of Transportation, Bureau of Inspection, Construction Compliance, City Hall, Room 905, 121 N. LaSalle Street, Chicago, Illinois 60602; (312/744/4656).

**E. Parking Meter Removal and Replacement**

The City will remove and reinstall any parking meters as may be required. However, you must pay all fees required by § 9-68-050 of the Municipal Code. You must advise the Department of Revenue, Parking Operations, in writing, of the location and meter number of those meters to be removed, at least five business days before the date needed for the removal. As soon as the date is known, you must also advise the Department of Revenue, Parking Operations, in writing, of the date when meters may be reinstalled. Contact the Department of Revenue, Street Operation, 2735 North Ashland, Chicago, IL 60614; (312) 742-6978, fax (312) 645-0811; Attention: Manager on Street Parking.

You must not remove any parking meters without the express written consent of the Commissioner. If you violate this provision, you (a) recognize that the City will suffer damages as a result, including the costs incurred by the City in tracking, retrieving, and repairing damage to the parking meters, costs that are difficult to ascertain, and (b) will be liable for liquidated damages in the amount of \$350 for each parking meter you removed, which amount will be deducted from any amount(s) due or that may become due you. Contact the Department of Revenue, Street Operation, 2735 North Ashland, Chicago, IL 60614; (312) 742-6978, fax (312) 645-0811; Attention: Manager on Street Parking.

**F. Traffic and Parking Sign Removal and Replacement**

The City will remove and re-install any traffic and parking sign(s) as may be required, however, you will be responsible for all fees relative to the removal and replacement of all of the City's traffic and parking signs. You must inform the Bureau of Signs and Markings, in writing, of the location of each sign to be removed and specify its distance from the property line of the nearest cross street. Each sign legend must also be stated. This information must be provided at least five days before removal. You must also inform the Bureau of Signs and Markings, in writing, of when signs may be reinstalled as soon as this date is known. Contact the Bureau of Signs and Markings, 3458 S. Lawndale, Chicago, Illinois, 60623, Attn.: Deputy Commissioner, (312)747-2210.

**G. Trees**

In accordance with § 10-32-060 *et seq.* of the Municipal Code, you must obtain a permit from the Bureau of Forestry when removing planting, trimming, spraying, or in anyway affecting the general health or structure of trees in the public way. There is no fee for this permit. The permit must be obtained from the Bureau of Forestry Permits Division; 3200 S. Kedzie, Chicago, Illinois 60623; (312/747-2098), fax (312) 747-2178.

The Bureau of Forestry requires 48 hours notice before starting Work for all activities with the

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

exception of tree planting, which requires two weeks' prior notice. To obtain tree planting permits, two copies of the site plan must be presented to the Bureau for its review and approval. A Bureau representative must also assist in the selection of those trees to be planted in the public way. Tree planting standards and specifications are outlined in the Bureau of Forestry's "Manual of Tree Planting Standards," which is available upon request from the Bureau of Forestry.

#### **H. Bridges, Viaducts, or Publicly Owned Structures**

Before construction, any proposed Work within 50 feet of any existing bridge, viaduct, or publicly owned structure will require a permit from the Commissioner of Transportation. There is no fee for this permit. The permit must be obtained from the **Department of Transportation, Bureau of Inspections, Construction Compliance, City Hall, Room 905 121 North LaSalle, Chicago, Illinois 60602; (312/744-4656).**

#### **I. Demolition**

If demolition of a structure or removal of an underground storage tank is required during construction, you must obtain a permit and pay the required fee as set forth in the Municipal Code and its amendments to date. The permit must be obtained from the **Department of Construction and Permits, City Hall, 121 North LaSalle Street, Room 900, Chicago, Illinois 60602; (312/744-3400).**

#### **J. Provisions Relating to River Traffic**

When carrying out the contract requires Work to be done over or under the Chicago River, you must comply with marine regulations in every way, so that river traffic may be protected. You must use special care to avoid obstruction of the river. If you find it necessary to obstruct the river at any time, you must advise the Commissioner, through the office of the Chief Bridge Engineer, who will make the necessary inquiries of the proper waterway officials, so that you can schedule your Work without interfering with the movement of vessels. Contact the **Department of Transportation, Bureau of Inspections, Construction Compliance, City Hall, 121 North LaSalle Street, Room 905, Chicago, Illinois 60602; (312/744-4656).**

## **IX. SCHEDULE**

#### **A. Construction Operations Plan**

1. You must, within 14 days after Notice to Proceed, submit to the Commissioner for review the order of procedure you propose to follow in performing the Work. Work begins only after your proposed order of procedure in performing the Work, the Schedule and the methods, and the structures and equipment to be employed have been submitted to and approved by the Commissioner in writing. The Commissioner requires a reasonable amount of time to examine the procedure and Schedule. As Work progresses, the Commissioner may require changes or modifications in the procedure and Schedule, or in the methods, structures and equipment. If so, as soon as you receive notice from the Commissioner, you must perform further Work only in accordance with the changed or modified procedure and Schedule and the changed or modified methods, structures and equipment, as the case may be, that the Commissioner has approved in writing.
2. The Commissioner, in his sole discretion, may reject or require modification of any proposed or previously approved order of procedure, method, structure or equipment, that he or she considers to be unsafe for the Work under this Contract, or for other Work being carried on in the vicinity, or for other structures, or for the public, or for workmen, engineers and inspectors



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

employed thereon, or that in the opinion of the Commissioner will result in undesirable settlement of the ground, or that will not provide for the completion of the Work within the period of time specified in the Schedule, or that is contrary to any other requirement of this Contract.

3. The City's acceptance or approval of any order or procedure, method, structure, or equipment that you submitted or employ does not in any manner relieve you of responsibility for the performance of the Work, or for the safety of the performance of the Work under this Contract, or from any liability whatsoever on account of any procedure or method you employ or due to any failure or movement of any structure or equipment you furnish. Even if the Commissioner has given an approval, should any structure or equipment installed under this Contract afterwards prove insufficient in strength or fail in any manner whatsoever, the insufficiency or failure in no way forms the basis of any claim for extra compensation for delay, or for damages or expenses caused by the insufficiency or failure, or for an extension of time for completion of the Work, or for material, labor or equipment required for repairing or rebuilding the structure or equipment, or for repairing or replacing any other Work that may have been damaged by the movement or insufficiency or failure of any such structure or equipment, respectively.

#### **B. No Damages for Delay; Extensions of Time**

1. Should you be delayed in starting, prosecuting or completing the Work by any act of the City, including a delay, change, addition, deletion or modification in the Work or any omission, neglect or default of the City, or by order of the City, or anyone employed by or acting on behalf of the City, or by any cause beyond your control, none of which are due to any fault, neglect, act or omission on your part, then your relief is limited to an extension of the Contract Time that is no greater than the duration of any such delay. The extension of time releases and discharges the City, its employees, officials, agents and representatives from all claims for damages of whatever character, including any claims you may make on account of disruption, changes in sequence, interference, inefficiency, direct or indirect cost or any other causes of delay.
2. Once a delay begins, you must notify the Commissioner of the cause within five days after the delay begins. Consideration of a time extension for events beyond your reasonable control will be made if the delay directly impacts the Schedule for completion of the Work. Events considered to be beyond your reasonable control are limited to acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, labor strikes at the job site, freight embargoes, or weather significantly more severe than the norm, but only if the listed causes were not foreseeable and did not result from your fault or negligence and only if you took reasonable precautions to prevent delays owing to such causes.

Unless otherwise provided in the Contract, the Contract Time is based on normal weather conditions. An extension is granted for weather significantly more severe than the norm only if you demonstrate to the satisfaction of the City that any delay in the progress of the Work was due to such weather. The basis used to define normal weather will be the "normal" data as compiled by the United States Department of Commerce, National Oceanic and Atmospheric Administration in their most current report entitled "Local Climatological Data, Annual Summary with Comparative Data" for the month for which the time extension is sought. The effects of weather less severe than the norm may be taken into account in considering your requests for time extensions for the effects of more severe weather.

3. No extension of time will be granted under this Section for any delay if you, by your action or inaction, including your fault or negligence or that of your Subcontractors, caused the delay, or for which any remedies are provided under any other provision of the Contract.
4. The grant of an extension of time pursuant to this Section XI.G, "No Damages for Delay and Extension of Time," in no way constitutes a waiver by the City of any rights or remedies existing

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

under this Contract, at law or in equity.

5. You must submit any claim for extension of time in writing to the Commissioner not more than 10 days after the delay begins. If the cause of the delay is continuing, only one claim is necessary, but you must report in writing when the cause for the delay ends within 10 days after it ends. If any claim that you make for extension of time does not comply with these time limits, you have waived your rights to any such extension. Any claim for extension of time must:
  - a. State the cause of the delay;
  - b. Specifically demonstrate the impact of the delay on your schedule; and
  - c. State the number or estimated number of extension days requested. .
6. After receipt of a timely and properly completed request for a time extension, the City may as it deems appropriate:
  - a. grant a time extension for the entire length of the delay;
  - b. grant a time extension for a portion of the extent of the delay; or
  - c. deny the time extension.
7. If you do not agree with the City's decision on a claim for time extension, you may invoke the Disputes procedures under Article 9, of the Agreement.

**C. Notice of Labor Disputes**

Whenever you have knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, you must immediately give notice to the Commissioner in accordance with Article 14 of the Agreement, and must include all available information with respect to the dispute.

**D. Winter Shutdown**

With the approach of the construction season's termination, you must request and receive express written permission from the Commissioner to start new construction operations on any street or any portion of the street in the Project after November 1<sup>st</sup> and before April 15<sup>th</sup>. At the time you submit your written request, it must include a time Schedule designating construction start and completion dates within the Project site location. If permission is granted to begin construction, this Schedule must be strictly adhered to. You must take whatever winter protection measures necessary to complete this Work before adverse weather conditions.

If the Work is not performed according to this Schedule due to your fault or negligence, construction time could be extended into the critical season where adverse weather conditions may prohibit continuation of the construction according to the Contract. If this should occur and cause any street or portion of the street and the surrounding Work area to be in an impassable or hazardous condition, thereby creating undue inconvenience and danger to the area residents, you will be assessed a daily monetary deduction, as specified under the Contract item, "Traffic Control & Protection," for failure to correct deficiencies for the number of days that unsatisfactory conditions prevailed.

Regardless, however, of the circumstances of the starting of the street construction and for whatever reason any street or portion of street is found to be in the aforementioned unfavorable condition, it must not be allowed to remain as such throughout the winter shutdown. You must, at your own expense, put the roadway and the contiguous construction area in a condition, approved by the Commissioner, that can safely and adequately serve the needs of the abutting property owners. You must maintain it in this condition until the time that the new construction is permitted to resume and

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

the proposed improvement completed according to the Contract.

**X. PAYMENTS**

- 1 Each payment request must include one original and two copies of the following:
  - a. Certified Statement. You must submit certified statement(s) (signed by an authorized individual and notarized) for each payment request; the statement, in the form acceptable to the Commissioner, must list the following for you and for each Subcontractor and supplier for the period for which payment is requested:
    - (1) the total amount of the particular subcontract;
    - (2) the amount previously paid to the Subcontractor,
    - (3) the amount of the particular pay request,
    - (4) the balance remaining under the subcontract to complete the Work.
  - b. Partial Waivers of Lien to Date and Affidavit for Payment. Following your first payment request, you must submit Partial Waivers of Lien from all Subcontractors and suppliers that performed services and provided supplies during the month before your previous payment request. The Partial Waivers of Lien must be in a form acceptable to the City and must identify, at a minimum, the payment request number and time period covered. The Partial Wavier of Lien must be in dollar amount equal to the dollar amount of the services performed or supplies provided by the Subcontractor or supplier during the relevant time period. With every payment request, you must also submit an Affidavit for Payment from all Subcontractors and suppliers for whose services or supplies you request payment. The Affidavit for payment must be in a form acceptable to the Commissioner and identify, at a minimum, the payment estimate number, the time period covered, and the total amount invoiced by the Subcontractor or supplier, and the total amount paid to the Subcontractor or supplier to date.
  - c. MBE/WBE Utilization Report. A status report of MBE/WBE Subcontractor payments, as required by the Contract documents, must be submitted with each monthly invoice in the form required by the City; and
  - d. Certified Payrolls. You and all Subcontractors working on the job site must submit three copies of certified payrolls for the payment period to the Commissioner every week until all Work is completed. All payrolls must be identified with Contractor or Subcontractor's name, as appropriate, Contract name and be sequentially numbered. If there are periods of no Work by you or a Subcontractor, you must submit a payroll labeled "NO WORK." The final payroll must be clearly labeled "FINAL". Certified payrolls are required to assure EEO compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the Chief Procurement Officer. An employee's address should appear every time his or her name appears on the payroll. You must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a Payroll Summary Report in the form required by the Chief Procurement Officer. You and each Subcontractor must submit the EEO report forms required by the City and U.S. Department of Labor reflecting fully the periods of Work covered by the partial payment request.



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

- e. In March 2004, the Chicago City Council passed an ordinance requiring the City to report payments to subcontractors and suppliers on the City's website. This ordinance applies to all City-funded, construction-related contracts awarded after June 28, 2004. In order to comply with this new ordinance, contractors meeting these criteria will be required to declare subcontractor payments with each invoice submitted. This reports the intended payments from prime contractors to subcontractors and suppliers from the invoice. The Subcontractor Payment Certification Form can be downloaded from the City's website at [www.cityofchicago.org/finance/subcontractorform](http://www.cityofchicago.org/finance/subcontractorform). The information from this form will be recorded in the City's financial system and posted on the City website.

#### **A. Retainage**

1. Under § 2-92-250 of the Municipal Code, the City must retain 10% of each approved periodic payment estimate covering the first 50% of the Contract Price including approved change orders to date.
2. After Work costing 50% of the Contract Price is performed, the Commissioner must maintain as retainage, an amount equal to 5% of the Contract Price for the Work, including approved change orders, until Substantial Completion of the Project.
3. Upon System Acceptance and before the computation of the final quantities, the City may, in its sole discretion, release a portion of the retainage so that the amount retained by the City is not less than 3% of the Contract Price. The City may, at its sole discretion, decline to reduce the retainage held, and retains the right to increase the amount of the retainage withheld if the Commissioner and the Chief Procurement Officer consider it necessary.
4. The retained amount, less any amount for damages or other amounts that the Chief Procurement Officer determines should be deducted, will be paid to you as final payment upon:
  - (a) System Acceptance,
  - (b) your compliance with this Contract's conditions for payment and performance of the Work in accordance with the terms and conditions of the Contract,
  - (c) payment to all Subcontractors, workers, employees, suppliers and material persons for Work performed and materials supplied, and
  - (d) computation of the final quantities of Work.

#### **B. Payments to Subcontractors**

You must pay all Subcontractors and suppliers within 14 days of your receiving payment for that portion of the Work from the City, but only if and when the Subcontractor has satisfactorily completed its Work in accordance with the Contract.

#### **C. Payments Withheld**

1. The Commissioner may decline a request for payment if, in the Commissioner's sole opinion, the request for payment is not adequately supported. If you and the Commissioner cannot agree on a revised amount, the Commissioner must process the payment in the amount he deems appropriate.
2. The Commissioner may decline to process any payment or may rescind in whole or in part any approval previously made to the extent that may be necessary in his sole opinion because of any failure to perform any obligation under the Contract, including:

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

- a. Failure or refusal to provide the City the required initial schedule for the Work or monthly schedule updates and obtain the City's approval for either or both;
  - b. Your failure to remedy defective Work;
  - c. Your failure to make payments to Subcontractors, or employees, or provide partial waivers of lien;
  - d. Your failure to maintain timely progress of the Work as stated in your schedule, or the City's determination that the Work will not be completed within the Contract Time, or your failure to carry out the Work in accordance with the Contract;
  - e. Failure to follow the City, State, federal, or Contract safety and security requirements;
  - f. Failure to maintain insurance policies as required by the Contract and/or to provide to the Commissioner each evidence of insurance coverage, in the form of current certificates of insurance, as he or she may require;
  - g. Failure to comply with other requirements as referenced in the Contract;
  - h. Failure to provide certified payrolls or other documents required under Section XI.B, "No Damages for Delay and Extensions of Time."
  - i. Failure to provide material inspections as required by the Contract; and
  - j. Failure to provide contract deliverables such as, accurate Record Drawings, record Shop Drawings, warranties, guarantees, manuals, etc.
3. Under § 2-92-270 of the Municipal Code, the Chief Procurement Officer may, in his sole discretion, direct that no further payments be made, or vouchers or estimates issued to you, if he determines that you have failed to pay any Subcontractor, employee or worker for Work performed under this Contract. The City may withhold payment until you demonstrate, to the satisfaction of the Chief Procurement Officer, that payments to the Subcontractors, employees or workers have been made in full.
- If the Chief Procurement Officer gives you notice under that no further vouchers or estimates will be issued or payments made on the Contract until the Subcontractors, workers, and employees have been paid, and you neglect or refuse for a period of 10 days or more after notice was given to pay those Subcontractors, workers or employees, the Chief Procurement Officer may apply any money due, or that may become due, under the Contract to the payment of those Subcontractors, workers or employees without further notice to you and the effect will be the same, for purposes of payment to you of the Contract Price, as if the City had paid you directly.
- The failure of the City, however, to retain and apply any money, or of the Chief Procurement Officer to order or direct that no vouchers or estimates be issued or further payments made, will not, nor will the paying over of the reserved percentage without the Subcontractor, workers, or employees being first paid, in any way affect your liability or that of your sureties to the City, or to any such Subcontractor, worker or employee upon any bond given in connection with this Contract.
4. The City's rights under this Section X.C, "Payments Withheld," are cumulative with any other rights provided for under this Contract. Failure by the City to exercise any such right afforded in this Contract, or at law or in equity, will not constitute a waiver of that right.

#### **D. Night, Sunday and Holiday Work**

Whenever you are permitted to perform Work at night, on Sundays or Holidays, or to vary the period of hours during which any Work is carried on each day, you must give written notice to the Commissioner, at least 24 hours in advance, so that proper inspection may be provided. The Work



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

will be done under regulations to be furnished in writing by the Commissioner, and no extra compensation will be allowed for it.

#### **E. Acceleration**

1. If progress falls behind the approved schedule, the Commissioner may direct and authorize you, in writing, to perform premium time work as indicated in TIME OF COMPLETION in the Proposal section of the specifications. The City will pay you NO additional compensation for such premium time work, and the cost incurred for inspection and testing during the premium time work will be considered as "extra" inspection, for which you must reimburse the City as described in Section XII.C, "Materials and Equipment Testing and Inspection."

#### **F. Payroll Canvass Reports**

You must submit to the Commissioner with each pay request a Payroll Canvass Reports (PCR) in a format approved by the Commissioner. You must submit the PCRs to indicate compliance with the Chicago Residency Ordinance requirements. A pay period canvass report must be prepared separately by you and each of your Subcontractors on Exhibit B to indicate, on a weekly basis, hours of each trade utilized during each pay period by you and your Subcontractors on the project. A combined Payroll Canvass Summary Report must be prepared by you on Exhibit C to indicate accumulated hours of each trade you and all of your Subcontractors have utilized, to date, on the Project. You are also responsible for the accuracy of information and all arithmetical calculations made in the Payroll Canvass Reports.

You must submit within five days after the award of the Contract Exhibit A, Anticipated Workforce Projection Form, included in the Contract, to the Chief Procurement Officer.

#### **G. Electronic Ordering And Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor will accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor will provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

## **XI. CHANGES IN THE WORK**

#### **A. City's Right to Change Work**

The Chief Procurement Officer and the Commissioner reserve the right to jointly order, in writing, changes in the Work or the Contract Time without prior notice to your surety. You are obligated to perform in a timely manner the changed Work included in the written notice from the Chief

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

Procurement Officer and Commissioner. These changes may consist of additions, deletions, or other revisions, at the discretion of the City.

#### **B. Contract Modification**

The final provisions of the Change Order, including the adjustment in the Contract Sum and/or the Contract time, if any, will be incorporated into a written Contract Modification signed by the City and you.

#### **C. Contractor's Release**

All Contract Modifications constitute a full release of the City from any liability for any additional compensation or extension of time arising or resulting from the Work performed pursuant to the Contract Modification. By executing a Contract Modification, you accept the compensation and/or time extension provided in it in full accord and satisfaction for that Contract Modification, and you expressly waive, release and relinquish all additional claims and demands relating to or arising out of the matters covered by that Contract Modification, including direct or indirect cost, profit, or damages related to disruptions.

#### **D. Performance of Changed Work**

You must promptly proceed with any changes in the Work or Contract Time as directed by a written order of the Commissioner ("Field Order"), in accordance with Section XIV.A, "City's Right to Change Work," with or without any Contract Modification. Your refusal or failure to proceed promptly with the changed Work as directed constitutes an event of default under the Contract. No change to the Work by you as directed by the Commissioner will operate to invalidate the Contract or release your surety.

## **XII. TESTING & INSPECTION**

#### **A. Material, Inspection and Responsibility**

The City has the right to inspect all materials, equipment and each part or detail of Work, at any time, to be used in carrying out this Contract. The City does not assume any responsibility for the availability of any materials or equipment required under this Contract. You are responsible for all materials, components and completed Work furnished under this Contract. The City may reject materials, components or completed Work not complying with the terms and provisions of this Contract and you must replace it or them at no additional cost to the City. You must promptly remove any rejected materials or components rejected from the City's premises at no additional cost to the City after you receive notice from the City that the materials or components have been rejected.

#### **B. Inspection of the Work**

1. All materials and equipment and each part or detail of the Work are subject at all times to inspection by the Commissioner or the Commissioner's authorized representatives. You are held strictly to the requirements of the Contract with respect to quality of materials, workmanship and the diligent execution of the Contract. The inspection may include mill, plant, shop and field inspection of any material or equipment furnished and any installation and construction under the Contract. You must allow the Commissioner and his representatives access to all parts of the Work and furnish such information and assistance as he may require to make a complete and detailed inspection.
2. All materials used must be inspected, tested and approved by the Commissioner before being incorporated in the Work. All tests performed by or at the direction of the Commissioner under

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

this Contract are to verify that the materials you are providing meet the Contract requirements. You, at your own expense, may perform or have others perform similar tests for the purpose of maintaining the quality of the material being provided. Payment will be solely on the results of the tests performed by the Commissioner. Payment will not be made for uninspected or unauthorized use of materials incorporated into the Work.

3. You must remove or uncover such portions of the finished Work as the Commissioner may direct before acceptance. After the examination, you must restore the portion of the Work to the standard required by the Contract. If the Work thus exposed or examined proves acceptable, the City will pay the expenses of uncovering, removing and/or replacing the parts as extra work, but if the Work so exposed or examined is unacceptable, you must bear the expense of uncovering, removing and/or replacing of it in accordance with the Contract.
4. Except as may be otherwise specified in other sections of the Contract, the Commissioner will make final inspection of all Work included in the Contract as soon as possible after you notify him that the Work is substantially completed and ready for acceptance. If the Work is not acceptable to the Commissioner at the time of the inspection, he or she will inform you as to the particular defects to be remedied before the Work is accepted as substantially complete.

#### **C. Materials and Equipment Testing and Inspection**

1. You must provide the Commissioner sufficient notice of placing orders to permit tests to be completed before the materials are incorporated into the Work. You must afford such facilities as the Commissioner may require for collecting and forwarding Samples and making inspections and test. All Samples must be furnished without charge to the Commissioner. You must not make use of or incorporate into the Work the materials represented by the Samples until tests have been made and the materials have been found to be in accordance with the requirements of the Contract.
2. For materials that are integral parts of machinery or equipment or of parts of equipment that you or your Subcontractor normally stock, you must furnish the original and one copy of certified tests made at the time of production. You will keep the original and the Commissioner will retain the copy.
3. You must assure that the Commissioner has free entry, at all times while Work is being performed, to all parts of the manufacturer's works that concern the manufacture of the material or equipment ordered. The Commissioner must be permitted to examine all components and subassemblies. Assemblies and parts must be numbered for identification. You must provide the Commissioner with a detailed production schedule before the first inspection. After review of the schedule, the Commissioner will inform you of the methods, extent of inspection, facilities desired and date of inspection. You will afford the Commissioner without charge, all facilities necessary to determine that the material or equipment furnished are in accordance with the Contract. Test and inspection may be at the place of manufacture before shipment.
4. If for any reason, the City elects not to make the tests, the Commissioner may direct you to make the necessary tests. You must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to inspect and reject all materials or equipment that were previously inspected and accepted at the place of manufacture or source of supply, after they were delivered to the Work site, if the materials or equipment do not meet the requirements of the Contract.
5. When an inspection trip is terminated due to insufficient materials, unacceptable quality, Contractor labor problems, or Contractor equipment problems, you must pay the City its costs for any additional inspection trip.



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

6. The Contract documents may include the cost of travel and living expenses for a specific number of City employees and/or other persons for a specific test. The travel and living expenses for the additional City employees or additional person(s) will not be a cost to you. The manufacturer or you must furnish a certification of the ordered tests after completion. The Commissioner reserves the right to reinspect and reject all materials or equipment that have been previously inspected and accepted at the place of manufacture or source of supply, after they have been delivered to the site if the materials or equipment do not meet the requirements of the Contract.
7. Unless otherwise provided in detailed specifications, all materials will be sampled and tested in accordance with the latest published standards and methods of the American Society for Testing and Materials (ASTM) and any revisions of them. If there are no ASTM standards that apply, applicable standard methods of other recognized standardizing agencies will be used. You must provide the name and qualifications of any such standardizing agency to the Commissioner for review and approval.

#### **D. Testing Laboratory Labels**

You must submit all equipment containing electrical wiring to the City for acceptance before installation. All electrical components that you furnished and installed or assemble under this Contract must be approved and so labeled by one of the following Testing Laboratories:

1. Underwriters' Laboratories (UL)
2. Canadian Standards Association (CSA)
3. Electrical Testing Laboratory of New York (ETL)
4. Illinois Institute of Technology research Institute (IITRI)
5. American Gas Association (AGA)
6. Factory Mutual Research Corporation (FMRC)
7. Maintenance and Electrical Testing (MET)
8. American Research Lab (ARL)

Any electrical unit comprised of a number of components, assembled at the factory and considered custom made, must bear one of the above labels for the entire unit as well as for each component.

You must pay all costs in obtaining a testing laboratory label at no additional cost to the City. Any delays in completion of the Work caused by the manufacturer of equipment in obtaining the required testing laboratory labels and the City approval are not grounds for an extension of time beyond the time of completion indicated in the Contract.

### **XIII. CONTRACTOR PRACTICES AT SITE**

#### **A. Cooperation Among Contractors**

You must conduct the Work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors within or adjacent to the Work site. You must assume all liability, financial or otherwise, in connection with this Contract, and must protect and save harmless the City from all damages or claims that may arise because of inconvenience, delay, or loss experienced due to the presence and operations of other contractors working within the limits of the Work. You must assume all responsibility for Work not completed or accepted due to the presence and operations of other contractors. You must coordinate and tie-in, where appropriate, your Work with that of others in an acceptable manner and perform the Work in proper sequence to the work of

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

others. When other contractors cause any damage to the Work that you performed, you must file claims with the other contractors, and not against the City, and you must obtain compensation for damage directly from those other contractors.

#### **B. Protection of Persons and Property**

1. **Protection of Existing Structures and Property.** You must avoid causing damage to trees, plant life, sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the City and others, and must, at your own expense, repair any damage that you or any Subcontractor may cause.

You are responsible for loss or damage by fire or theft of equipment, material, or other property of the City, incurred while the equipment, material or other property is located in any field office or on the site of the Work. Further, you must repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Commissioner, at no additional cost to the City.

You must familiarize yourself with the requirements of local and state laws applicable to underpinning, shoring and other Work affecting adjoining property and, wherever and whenever required by law, site conditions or standard industry practice, you must shore-up, brace, underpin, secure and protect all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the Work site that may be in any way affected by the excavations or other operations connected with the Work to be performed under this Contract.

You are responsible for the giving of all required notices to any adjacent or adjoining property owner or other potentially affected party. The notice must be served in sufficient time so as not to delay the progress of the Work under this Contract.

You must take such precautions as are necessary to insure the safety of private property owners, lessees, and their invites against injury caused as a result of settlement or displacement of structures. You must immediately proceed with all shoring or other Work necessary to restore the private property owner's property to a safe condition. If you fail to undertake the Work within 24 hours after written notice by the Commissioner, the City may proceed to repair or restore any such structure to a safe condition, and the cost of it will be deducted from any compensation due, or that may become due to you.

If, in the prosecution of the Work, it is necessary to excavate or occupy any street, alley, or public grounds of the City, you must erect and maintain such barriers, and, during the night time, such lights as will effectively prevent the happening of any accidents or damage to life, limb, or property in consequence of such excavation or occupation of such street, alley, or public grounds. You are liable for all damage occasioned by you, your agents, employees or Subcontractors of any tier in the excavation or occupation of any street, alley, or public grounds, and you must indemnify the City pursuant to Article XIX, "Insurance, Indemnity and Bonds."

Upon System Acceptance, you must remove all machinery, equipment, materials, false work, rubbish or temporary structures and leave the Work site and the premises of any private property owners in as good condition as they were before commencement of Work.

Materials and equipment necessary for the performance of the Work may only be placed, stored or allowed to occupy any space in public streets or alleys upon the written consent of the Commissioner. It is the City's intent that the operations under this Contract are conducted as far as practicable without interference with the public use of streets and alleys. All materials or equipment used in the performance of the Work must be placed so as not to impede traffic on streets and alleys adjacent to the site of the Work, and to allow free access to all fire hydrants, water valves and manholes that are a part of electric, telephone and telegraph conduit lines, fire alarms and police call boxes in the vicinity.



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

In removing existing pavements, sidewalks, curbs, gutters, walls, foundations, vaults and other structures, the use of any type of impact device in a manner that might damage buildings or their foundations, or other underground structures and utilities is not permitted.

You must indemnify and hold the City harmless from any damage due to settlement or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of the injury or damage to adjacent and adjoining structures and their premises. Your indemnity obligations will survive the expiration or termination of this Contract and include and apply to any liabilities and duties placed upon the City as owner or occupant of the property on which the improvements provided for in this Contract are to be constructed, by the provisions of an Act entitled "An Act to Prescribe the Duty of an Owner or Occupant of Lands Upon Which Excavations are Made in Reference to the Furnishing of Lateral and Subjacent Support to Adjoining Lands and Structures Thereon." See of 765 ILCS 140/0.01 *et seq.*

2. **Existing and Proposed Utilities.** The Contract may show existing utilities lying within the limits of the Work, such as sewers, manholes, catch basins, gas lines, water lines, telephone and electrical duct lines, CTA facilities, and similar structures. The City does not guarantee the completeness or accuracy of the information regarding utilities, whether public or privately owned. You must make your own investigation to determine the existence, nature and location of all utilities at the Work site. You must verify the exact location of all utilities that may interfere with performance of the Work and must report to the Commissioner any differences from the locations shown on the Contract.

You must so arrange and conduct your Work that utilities may be removed, relocated or supported during excavation and maintained in service until the Work is completed. In addition, you must arrange and conduct your Work that utilities may be replaced, rearranged or relocated before backfill being placed. You must cooperate with the owners of those utilities in the performance of the Work.

Where existing utilities are abandoned and it is necessary to remove them due to the performance of the Work, you must remove them at no additional cost to the City, and they will become your property.

It is your responsibility to protect those existing utilities that are to remain in operation during and after completion of the Work, and any new utilities installed by others during the performance of the Work. You will be held fully responsible for any damage resulting from your performance of the Work, and will be required to repair, replace or reconstruct any utilities damaged, at your own expense, to the satisfaction of the Commissioner. The protection of the utilities as specified in this Contract must be at no additional cost to the City.

3. **Utilities Outside the Limits of the Work.** You must protect and maintain City-owned water lines, sewers, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside the limits of the Work in a satisfactory manner until the completion of the Work. Whenever in the performance of the Work it is necessary, because of the nature of the Work or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair such City-owned structures located entirely outside of the excavations, you must notify the appropriate City department to perform the Work, and must cooperate with the department in preserving service. You must reimburse the appropriate City department for the cost of performing the Work at no additional cost to the City under the terms of this Contract.
4. **Utility Relocation and Continuance of Service Plan.** You must prepare a Utility Relocation and Continuance of Service Plan, identifying procedures, locations, time frames and affected agencies and private owners. The Plan must be submitted to the Commissioner for review within

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

14 days after the Notice to Proceed.

5. **Cooperation with Utilities.** You must cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of all services or facilities owned or operated by them within the limits of the Work.
6. **Work Performed by Others.** The Work must be performed with a minimum of interference to street traffic in the area. You must coordinate your Work with that of other City contractors, with contractors employed by adjacent property owners, and with contractors employed by any other party or parties for work on utilities to insure the best progress of the Work as a whole.
7. **Preservation and Protection of City Standard Bench Monuments and Survey Controls.** You are responsible for the preservation and protection of all City Standard Bench Monuments, in accordance with the provisions of § 10-4-220 of the Municipal Code and Article 105.09 of the Standard Specifications, and as directed by the Commissioner. Any survey control point that you disturb or remove you must replace or reestablish to the satisfaction of the Commissioner, at no additional cost to the City. **DAMAGE TO ANY OF THE CITY STANDARD BENCH MONUMENTS WILL RESULT IN YOUR BEING PROSECUTED TO THE FULL MEASURE OF THE LAW.** The Department of Transportation will pursue the matter of compensation for damages incurred by the City resulting from your actions or your failure to act during the execution of Work on this project.
8. **Protection of Streets and Traffic.** You must provide all necessary barricades, signs, flags, lights and reflectors. You must assure that vehicular and pedestrian traffic on all streets, including adjacent streets, bridges, overpass structures and ramps, are maintained during the performance of the Work in accordance with the requirements of the Contract.
9. **Temporary Restoration of Trench Cuts.** Failure to maintain the temporary restoration of trench cuts, which causes the surrounding work area to be in an impassable and/or hazardous condition thereby creating undue inconvenience and danger to area residents is an event of default under this Contract.
10. **Temporary Barriers, Signs, Lights and Flaggers.** You must furnish, relocate and remove portable barricades and lights, collision protection, temporary signs (including traffic and project signs) and supports as directed by the Commissioner; and furnishing all necessary flaggers and other protection necessary for the maintenance of traffic flow in a safe and orderly fashion, as required by Article 107.14 of the Standard Specifications, except as otherwise specified in the Contract.  
  
You must maintain, repair or replace all damaged or destroyed appurtenances referenced in the immediately preceding paragraph throughout the life of the Contract. Maintenance includes cleaning of the barricades and traffic signs by means of clean water. Flaggers must be provided whenever circumstances warrant.  
  
The barricades must be erected, moved, repaired and repainted as required. Upon the completion of the Work, all barricades remain your property and must be promptly removed from the Work site.
11. **Historical and Scientific Specimens.** You must preserve and deliver to the Commissioner any specimens of historical or scientific value encountered in the Work, as directed by the Commissioner.

#### **C. Protection of Streets, Alleys and Public Grounds**

1. When excavating or occupying any street, alley or public grounds of the City, you must erect and maintain temporary barriers and, during the night time, lights that will effectively prevent

## Exhibit 12

### Additional Provisions Relating to Public Works and Construction Projects

(Revised January 12, 2006)

accidents or damage to life, limb or property in consequence of the excavation or occupation of the street, alley or public grounds. You are liable for all damages as a result of the excavation or occupation of any street, alley or public grounds, or by the carelessness of you, your subcontractors, agents, employees or workers and must indemnify and hold harmless the City against all judgments rendered against it by reason thereof.

2. Construction Period Traffic Management Plan. You must prepare a Construction Period Traffic Management Plan consistent with the requirements of the Contract. The Plan must be submitted to the Commissioner for review within 14 days after award of the Contract. You must comply with all applicable federal, state and local requirements and coordinate with Chicago Department of Transportation, Bureau of Traffic and Illinois Department of Transportation. You must also comply with the following requirements:
  - a. Construction staging segments must be kept as short as feasible;
  - b. Lane closure must be kept to a minimum, and at least one lane must remain open to vehicular traffic;
  - c. Intersections must remain open to traffic in both directions at all times;
  - d. Detours must be provided in streets as necessary and approved by the Commissioner;
  - e. Signage plans must be developed and implemented for all approved detours;
  - f. Coordinate adjustments required for traffic signals; and
  - g. Allow for emergency access at all times.

#### D. Protection of Existing Trees in the Right of Way

1. In accordance with the provisions of Chapter 10-32 of the Municipal Code you must protect all trees and shrubs at the construction site from damage. You must restore all damaged parkways to their original condition and repair or remove and replace any trees and shrubs damaged as a result of construction activity (as determined by the Department of Streets and Sanitation, Bureau of Forestry) at your expense. If any trees or shrubs damaged by construction activity must be removed and replaced, and trees or shrubs of comparable size, type, and value are unavailable or the time for planting is unsuitable, the City will charge you their appraised value determined as provided under § 10-32-200 of the Municipal Code, which amount the City will deduct from amounts due you, or, if no amounts are due, then you must promptly pay the City the amounts determined. Any tree greater than 4" D.B.H. that is permanently damaged due to the construction project and not originally marked for removal must be replaced with a new tree as identified by the Bureau of Forestry and must have a minimum of 4" caliper B&B. Any damaged tree smaller than 4" caliper measured 6" above the ground must be replaced in kind, inch for inch.
2. You must install a **protection barrier or temporary fence** of at least 1.2m (4 feet) in height around each tree to be *protected and preserved*. The *tree protection* must be installed before the actual construction starts and maintained for the duration of the project.

Within this protection zone, you must prevent construction materials from being stored, equipment from being operated and temporary storage buildings or work trailers from being placed.

The protection barrier must be constructed of orange snow fencing securely fastened to fence posts spaced a maximum of **1.5 m (5 feet)** on center. Posts are 1.8m (6 feet) in length with 61 cm (2 feet) set into the ground and 1.2m (4 feet) extending above ground. The fencing must be attached to the post with a minimum of four nylon locking ties evenly spaced at each post.

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

Dimensions of the **protection barrier** are as follows:

**Trees located in Tree Pits:** Where trees are located within Tree Pits, the temporary fencing should be installed at a minimum distance of the inside dimension of the Tree Pit opening with one stake at each corner of the opening. (See Illustration 1.)

Trees located in Parkways or Boulevards: (See Illustration 2.)

**Small Trees (<9" D.B.H.):** Minimum 1.5m (5 feet) from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the temporary fencing must be the width of the grass parkway with a maximum offset of 30cm (1 foot) from back of curb or edge of sidewalk. In no case must the closure be less than 61cm (2 feet) from the centerline of the tree.

(Example: 6" Tree in a 6' parkway as measured from back of curb to sidewalk. The dimension of the protection fencing would be 1.2m x 3m (4' x 10') with tree in the center). Note: Larger grass parkways (>12') may allow for a ten foot by ten foot (10' x 10'). Thus, the dimension bordered by the sidewalk or curb would not affect fencing distance.

**Medium (10"to 15" D.B.H.):** Minimum of ten (10) feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

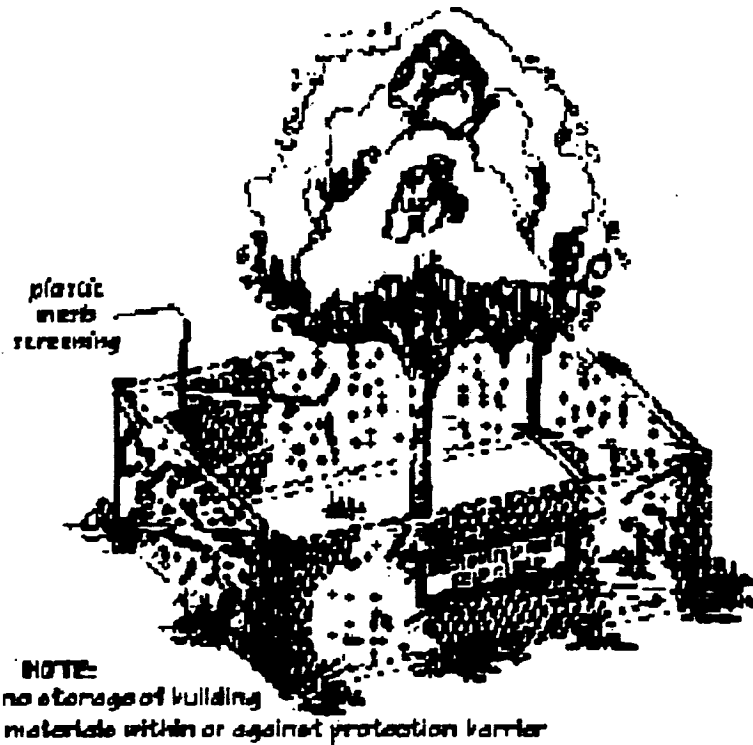
**Large (>15" D.B.H.):** Minimum of 15 feet from face of tree along the parkway length. In the dimension bordered by the public sidewalk or curb, the fencing must be the width of the grass parkway with a maximum offset of one foot from back of curb or edge of sidewalk. In no case must the closure be less than two feet from the centerline of the tree.

[ILLUSTRATIONS FOLLOW]

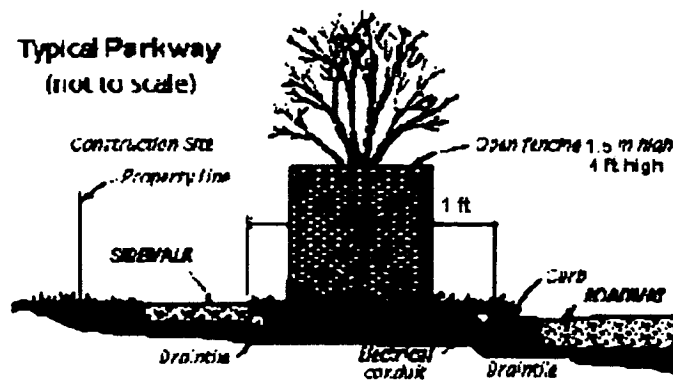


**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

**ILLUSTRATION 1:**



**ILLUSTRATION 2:**



City Funded

XV. Testing and Inspection



**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**  
(Revised January 12, 2006)

**E. Care of Existing Structures and Property**

1. **Property Access Maintenance Plan.** You must prepare a Property Access Maintenance Plan consistent with the requirements of the Contract. The plan must be submitted to the Commissioner for review within 14 days after award of the Contract. You must comply with all applicable federal, state, and local requirements. You must also comply with the following requirements:
  - a. Maintain vehicle and pedestrian access to properties;
  - b. Maintain pedestrian access on both sides of all streets;
  - c. Provide access walkways to all buildings and businesses;
  - d. Sidewalks must remain open to the maximum extent possible;
  - e. Provide temporary relocation of access, where required;
  - f. Provide advisory and temporary signs for pedestrian and vehicle access changes and reroutings; and
  - g. Coordinate delivery locations and timing.
2. Before doing any Work adjacent to or on the site of any buildings or other structures adjoining or in the line of the Work to be performed under the Contract, you must supply written notice of it to the owner or owners that the Work is to be done, and must cooperate with the owner(s) in the maintaining, removing, relocating, rearranging or adjusting wherever necessary, of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment, or other appliances and structures located in any portion of the streets, public areas, highways and easements to be occupied or used during the prosecution of the Work.
3. Wherever in the performance of the Work it is necessary to remove, reconstruct, relocate, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewers connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the Work as shown on the plans, or ordered by the Commissioner you must perform the Work necessary to remove, reconstruct, relocate, rearrange, adjust or repair those structures and appurtenances, unless otherwise noted on the plans.
  - a. The Commissioner has the right to determine, at his sole discretion, the method of Work to be carried on to interfere as little as possible with the normal conduct of business in or around the portions of the buildings or structures in use.
  - b. The building or structures may be in full time use and operation and will continue in normal use during performance of the Work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as specified below.
  - c. You will serve written notification to the Commissioner requesting any anticipated interruption in facilities at least two weeks before disruption of services. You must provide any temporary facilities deemed necessary by the Commissioner due to a disruption of services. The Commissioner, in his sole discretion, will determine the procedures, times of day and dates you may accomplish the Work and may reject or modify your request.
  - d. Storage of all material and/or equipment must be in areas approved by the Commissioner, in a manner to minimize interference with the normal conduct of business in or around the

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

occupied portions of the building and vehicular areas.

4. You must not perform Work on City-owned water mains, connections and appurtenances or on any City-owned electrical conduits, cables, vaults and appurtenances unless the City has abandoned the structure and the Commissioner has authorized the Work or the Work is included in the Contract. But, you must adjust City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans.
  - a. You must protect and maintain in a satisfactory manner City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances that are located entirely outside of the neat lines of the excavation as shown on the plans or as ordered by the Commissioner, until the completion of the Work under the contract. Whenever in the performance of the Work under the contract it becomes necessary because of the nature of the Work required by the contract or because of your method of performing the Work, to support, remove, replace, relocate, rearrange, adjust or repair those City-owned structures located entirely outside of the excavations, you must notify the appropriate City Department to perform the Work, and must cooperate with the Department in preserving service in or through them. You must reimburse the appropriate City Department for the cost of performing the Work, and the cost must be included in the various Contract prices.
  - b. The City will support, protect and maintain or remove, replace, relocate, rearrange, adjust or repair, both inside and outside of the excavations, all City-owned water mains, connections and appurtenances and all City-owned electrical conduits, cables, vaults and appurtenances, any part of which are located inside of the neat lines of the excavations as shown on the plans or ordered by the Commissioner, without cost to you. But you must adjust those City-owned water manholes and electric manholes that are shown as "to be adjusted" on the plans. Whenever in the performance of the Work under the contract it becomes necessary to support, protect, maintain, remove, replace, relocate, rearrange, adjust or repair such City-owned structures any part of which is located inside of the excavations, you must notify the appropriate City department to perform the Work and must cooperate with the department in preserving service in or through them.
  - c. With the exception of the City-owned water mains, connections and appurtenances and the City-owned electric conduits, cables, vaults and appurtenances described above, and with the exception of City-owned structures that are to be removed or otherwise Worked upon as part of the requirements of the Contract, you must support, protect, maintain or relocate and rebuild all poles, trees, shrubbery, fences, sewers, pipes, conduits, cables, wires, manholes, tunnels, buildings, subways and other City-owned structures that pass through and are located within the excavations or that are adjacent to the Work to be constructed under the Contract during the construction and until the completion of the Work under the Contract.
5. You must notify and cooperate with the owner (s) of all basements of buildings, subsidewalk vaults, tunnels, conduits, wires, poles, pipes, gas mains, cables, steam and street railway tracks and equipment or other appliances or structures located in any portion of the streets, public areas, highways and easements that are to be occupied or used during the construction of the Work specified under the Contract in maintaining, removing, relocating, rearranging or adjusting wherever necessary.
  - a. Wherever in the performance of the Work specified under the Contract it becomes necessary to remove, replace, rearrange, adjust or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances by reason of the fact that the structures and appurtenances pass through or are located within the limits of the excavations as shown on the plans or ordered by the Commissioner, you must perform the Work necessary to remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances. The cost of

**Exhibit 12**  
**Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

performing the Work must be included in the Contract price.

- b. Wherever in the performance of the work specified under the contract it becomes necessary to support and maintain City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances or wherever it becomes necessary as a result of your methods of construction during the Work under the contract, to remove, replace, relocate, rearrange, adjust, or repair City-owned sewers, catch basins, manholes, inlets, sewer connections and appurtenances (other than those specified in the last preceding paragraph) you must perform the Work necessary to support, maintain, remove, replace, relocate, rearrange, adjust or repair the structures and appurtenances, and you must bear the cost of the Work without any additional compensation for it.
  - c. It is the intention of the specifications that you include in the appropriate Contract Price or prices, all necessary cost and expense of supporting, maintaining, removing, replacing, relocating, rearranging, adjusting or repairing all City-owned appliances and structures (other than City-owned water mains, connection and appurtenances and City-owned electrical conduits, cables, vaults and appurtenances described in Section XVI.E.4.b), encountered in or affected by the Work, and that you must also include in the price or prices all necessary cost and expense of removing structures that have been or will be abandoned by their owner or owners and that are necessary to be removed in order to construct work under the Contract, but you must not include in the price or prices the cost or expense of supporting, maintaining, moving, replacing, relocating, rearranging, adjusting or repairing those appliances or structures that are not owned by the City and are not abandoned by their owner or owners, except as may be otherwise specified below in this Section.
6. You must take all reasonable precautions for the protection of buildings, railroad tracks, street railway tracks and appurtenances, and other appliances and structures not owned by the City.
  7. You must determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract and the approval of the Commissioner. Only adequate and safe procedures, methods, structures and equipment must be used.
  8. You must provide drawings and calculations for all equipment, falsework, shoring, bracing and other temporary structures required for the Work, designed, signed and sealed by an Illinois licensed structural engineer. You must submit copies of all such drawings and calculations to the Commissioner for information only.
  9. Field Check of Dimensions, Cutting and Patching. Where the Work connects to existing structures or appurtenances, you must take complete field measurements affecting all Work under this Contract and are solely responsible for the proper fit between the Work and existing structures or appurtenances. You must perform all cutting, patching, or fitting of Work that may be required to properly fit together the several parts of the Work and the existing structures or appurtenances.
  10. Contractor's Layout of the Work. You are responsible for the correct lay-out and accurate fitting of all parts of the Work. You must furnish at your own expense all labor, materials and other expenses necessary for, or incidental to, the setting and maintaining of lines and grades (exclusive of the Work of establishing the original reference base line and bench marks that will be performed by the City). The City will not make separate payment to you for the cost of any of the Work specified in this Contract. The cost is included in the Contract unit or lump sum prices.
  11. Salvage of Materials. When city-owned property such as cast iron manholes and catch basin frames and covers, inlet boxes and gates, and other roadway appurtenances are to be removed and are not to be reused in the Work, you must securely store them for possible use by the City

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

You must take care to prevent damage in your handling of these appurtenances. You must deliver all items identified by the City for reuse to a location designated by the Commissioner and must legally dispose of the remaining items.

12. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances not owned by the City are in or cross the excavations for structures to be built under this Contract, you must notify the owner or owners of the structures and appliances to support, move, rearrange or abandon them, and cooperate with the owner or owners of the structures and appliances in preserving the service or services provided by the structures and appliances, except as may be otherwise specified or provided in the Contract. If you have complied with the above requirements and has been notified by the owner or owners of the structures and appliances that any of them have been abandoned, or lacking such notice, if you have made all investigations and has found that any of the above structures or appliances have been abandoned by their owners and if the removal of any such abandoned structure or appliance is necessary in order to construct the Work, you must remove them at no additional cost to the City.
13. Wherever basements of buildings, subsidewalk vaults, tunnels, sewers, water, gas, telephone, telegraph, electric or other pipes, conduits, cables, wires, manholes, vaults, steam and street railway tracks or other similar structures and appliances are adjacent to, but do not cut through or cross the excavations for structures to be built under the Contract, you must perform the Work in such a manner as to not cause damage to the structures and appliances and not interrupt their use during the progress of the Work.
14. You must arrange to notify the owner or owners of structures and appliances that are to be supported, maintained, removed, reconstructed, relocated, rearranged, adjusted or repaired by reason of the Work in ample time to permit them to do their work. The Commissioner may direct you to suspend your operations on that part of the Work that affects the structures and appliances until their owner or owners have had time to perform the work.
15. You must conduct the Work so that no equipment, material or debris is placed upon private property unless you have first obtained the owner's written consent thereto and provided this written consent to the Commissioner. You must take such means as may be required to prevent the creation of a public nuisance on any part of the Work site or adjacent streets or property.
16. You must thoroughly clean all streets, pavements, sidewalks and parkways and all private property of all surface materials, earth and rubbish and restore them to as good condition as before the commencement of the Work. Where you have removed or killed sod, you must provide new live sod. Where the areas have been seeded, you must replace top soil equivalent to that removed, fertilize it, seed and roll it to the satisfaction of the owner of the land. You must replace all trees, shrubs and plants damaged in the proper season of the year with live, growing stock of the same kind and variety and of the size ordinarily used for planting purposes.

#### **F. Precautions and Safety**

1. You must take any precautions that may be necessary to render all portions of the Work secure in every respect, to decrease the liability of accidents from any cause and to avoid contingencies that are liable to delay the completion of the Work. You must furnish and install, subject to the approval of the Commissioner, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of the Work. You are required to conduct your Work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on this or any other project.



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

2. Although the Commissioner may observe the performance of the Work and reserves the right to give you opinions and suggestions about safety defects and deficiencies, the City is not responsible for any unsafe working conditions. The Commissioner's suggestions on safety, or lack of it, will in no way relieve you of your responsibility for safety on the Work site. You have sole responsibility for safety and the obligation to immediately notify the Commissioner of all accidents.
3. Precautions must be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes must be observed.
4. You must provide completely equipped first aid kits readily accessible at all times on the Work site. You must designate an appropriately trained individual on each shift to be in charge of first aid.
5. You must provide at appropriate locations fire extinguishers or other fire protection equipment that comply in all respects with the Municipal Code and NFPA standards. You must maintain this equipment in proper operating condition at all times and must cause the equipment to be inspected by all appropriate agencies as required by law, but in no event less than monthly. You must comply with the Municipal Code requirements on the use of standpipes, hoses and other fire protection equipment.
6. Only such materials and equipment as are necessary for the construction of the Work under this Contract must be placed, stored or allowed to occupy any such space at the site of the Work. Not more than one day's supply of flammable liquids, including oil, gasoline, paint, or solvent is permitted to be kept on hand at any one time. If gasoline, flammable oils, other highly combustible materials or compressed gas cylinders are to be stored at the site, they must be stored in a secure manner, in compliance with all applicable laws, ordinances and regulations, and all storage places must be clearly marked. The written consent of the Commissioner is required for such storage. That consent in no way limits your liability for the materials.
7. You must prohibit all lighting of fires about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs, and you must diligently enforce this prohibition. You must furnish and post "NO SMOKING" signs. You must not permit any debris or waste materials to be burned at the Work site.
8. Construction Areas. All personnel employed by you or your Subcontractors and all visitors whenever entering the job site must be required to wear approved personal protection equipment required for that area. Machinery, equipment and all hazards must be guarded or eliminated in accordance with safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

#### **G. Health, Safety and Sanitation**

1. Clean-Up. During construction, you must keep the Work site and adjacent premises as free from material, debris and rubbish as practicable. Haul roads, streets and public areas must be swept daily. Before Final Completion and Acceptance of the Work, you must remove from the Work site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and must restore the site to the same general conditions that existed before the commencement of the Work. The cost of final clean-up is included in the unit prices for the various items, or included in the Contract lump sum price, as the case may be. You must clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

deposited or accumulated on any portion of your Work, or existing facilities and structures, due to your performance of the Work.

2. **Snow and Ice Removal.** You must remove snow and ice that may impair progress of Work, be detrimental to workers, or impair trucking to and from points of delivery at the Work site.
3. **Glass Breakage.** You must replace all glass broken or damaged during construction at no additional cost to the City. You must promptly remove all broken glass from the Work site.
4. **Noise and Vibration Control.** All equipment, vehicles, and Work under this Contract must be conducted in accordance with the City Building Code, Chapter 11-4 of the Municipal Code "Environmental Protection and Control," Article VII - *Noise and Vibration Control*, so as to cause a minimum of noise, vibration and inconvenience to the activities of the occupants of property and buildings in the vicinity of the Work. When the Commissioner, in his sole discretion, determines that your operations constitute a nuisance, you must immediately proceed to conduct your operations in a manner that abates the nuisance. you must provide all measures, including engine and exhaust mufflers, acoustic casing enclosures, maintaining equipment, or physical barriers along the edges of the construction zone, required to minimize noise and vibration. Noise and vibration levels may be monitored by the Commissioner.
5. **Health and Safety.** You must comply with the requirements of the Illinois Health and Safety Act, 820 ILCS 225/01 *et seq.*, and the rules and regulations promulgated under it by the Director of Labor for the State of Illinois, which are on file with the Illinois Secretary of State.

Whenever a federal OSHA Compliance Officer arrives at the work site, you must notify the Commissioner immediately. At the conclusion of the inspection, any findings are reported to the Commissioner. Copies of any citations issued and related documents must be submitted to the Commissioner.

You must maintain the following records and make available to the Commissioner for review: (i) all records required by OSHA, including the accident log, Fed/OSHA #200, and posting of the prescribed OSHA poster; (ii) log of safety activities, accident investigation, employee instruction, training, tool-box meetings, and any other pertinent information; and (iii) Material Safety Data Sheets (MSDS) as required for each material you have used at the Work site.

6. You must enforce among your employees such regulations in regard to cleanliness and the disposal of garbage and wastes that are necessary for their health and tend to prevent the inception and spread of contagious and infectious disease among them. you must provide an ample supply of suitable, pure drinking water, and must take such means as the Commissioner may direct to effectively prevent the creation of a nuisance on any part of the Work site or adjacent streets or property. You must construct and maintain necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, in such manner and at such points as be approved, and their use must be strictly enforced. Whenever manholes have been used for sanitary proposes, they must be thoroughly flushed and cleaned when no longer needed.

The manner of disposing of waste must be such that all waste is disposed of without creating a public nuisance or health hazard and in accordance with Illinois Department of Public Health Circular No. 815, Educational Health Circular No. 4.001, and all Illinois Environmental Protection Agency rules and regulations.

You must also comply with all rules and regulations of the federal and State governments and the City Department of Public Health.

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

#### **H. Hazardous Operations and Security**

1. During construction, all cutting or welding operations must be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care must be exercised to determine that sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens must be provided around the lead-melting furnaces whether the Work site is enclosed or not. Portable fire extinguishers must be provided at and below all locations where cutting or welding or melting operations are being performed or, if those operations are extensive, a hose from the stand pipe system or fire hydrant must be placed nearby. You must obtain special permission from the Commissioner of Water and pay all associated connection fees.
2. No welding, flame cutting, or other operations involving use of flame, arcs, or sparking devices, will be allowed without adequate protection. All combustible or flammable material must be removed from the immediate working area. If removal is impossible, flammable or combustible materials must be protected with fire blankets or suitable non-combustible shields to prevent sparks, flames or hot metal from reaching flammable or combustible materials. You must provide necessary personnel and equipment to control incipient fires resulting from welding, flame cutting, or other sources involving use of flame, arcs, or sparking devices.
3. You must immediately report any concentration of gas fumes, and you are responsible for clearing the area and notifying the Commissioner and the appropriate utility company. All operations in the area must be suspended until the source of the fumes has been located and corrected.
4. You must arrange for the installation of necessary fire protection lines and equipment as required by the Chicago Fire Department and as necessary to properly protect the Work site. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested and approved by the Commissioner for temporary use.
5. Salamander heaters or similar forms of uncontrolled heaters must not be used except with the special written permission of the Commissioner and City fire marshal and then only when each salamander is maintained under constant supervision.
6. Gasoline must be kept in and handled from approved safety cans.
7. All tarpaulins used for any purpose must be made of fire, water and weather-resistant materials.
8. You must furnish such watchmen as may be necessary to protect the public and those who are at or in the vicinity of the Work under this Contract, and to protect all materials, tools, machinery and equipment and all Work you have performed.
9. You must comply with all federal and state and local occupational health and safety statutes, and any occupational health and safety standards promulgated thereunder; provide reasonable protection to the lives, health and safety of all persons employed under this Contract; furnish to all such persons a place of employment that is free from recognized hazards that are causing or are likely to cause death or serious physical harm; keep all persons employed under this Contract informed of your protections and obligations under the statutes; and provide all persons employed under this Contract with information regarding hazards in the workplace, including information about suitable precautions, relevant symptoms and emergency treatment. The federal and state occupational health and safety statutes, and the rules and regulations promulgated thereunder, are considered part of this Contract as though fully set forth in this Contract.
10. You must provide safety instructions and training for all workers. you must conduct weekly craft safety meetings (tool-box type) of reasonable length as an effective means of communicating

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

safety issues to workers. Reports containing tool box discussion topics must be signed-off by all attendees and must be submitted to the Commissioner.

#### **I. Services and Use of Site**

1. **Work Area.** After receipt of the Notice to Proceed, you must propose a suitable working area subject to approval by the Commissioner. You must secure the space at your own expense.
2. **Temporary Services and Utilities.** If specified in the Contract, you are responsible for arranging for and providing all general services and temporary facilities as specified in the Contract and as required for the proper and expeditious prosecution of the Work. You must pay all costs for those general services and temporary facilities. You must provide temporary connections for water, electricity and heat including installation, maintenance and removal of those facilities. You must pay the cost of all water, telephone, and electricity during the construction period.
  - a. **Water.** You must provide temporary water connections as required for drinking and construction purposes. The Commissioner reserves the right to regulate the use of water and may impose restriction on the use if you are using water carelessly. You must provide water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes at your expense. You are not permitted to obtain the water from the mains of the Chicago water system, except as may be provided in the Contract. Except with special permission from the Commissioner and the Department of Water, you must not make connections for water to the City's fire hydrants.
  - b. **Light and Power.** You must furnish the electricity and must furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under this Contract, all at no additional cost to the City. Electrical Work must be performed by a licensed electrician.
  - c. **Temporary Heating During Construction.** You must provide temporary closures or enclosures for all exterior door, window, roof or other types of exterior openings as required to provide protection from the elements during construction. It is your responsibility to keep water in pipes from freezing and to maintain temporary heat in areas where Work is being performed at not less than 50° F before plastering and painting and not less than 60° F after. The Heating period is from approximately October 1 to May 30 unless conditions warrant otherwise. You must furnish, install, operate and maintain all required temporary heating equipment, and must provide and pay all fuel costs.
3. **Temporary Construction Facilities.** Unless otherwise specified, you must provide and maintain the following temporary construction facilities throughout the construction period and remove them at the completion of the Work:
  - a. **Field Offices.** Unless otherwise specified in Book 3, you must provide a temporary building or mobile type field office of such size and containing such equipment as you deem necessary to conduct the operations. The field office must be provided with a telephone for your superintendent and use by others during the entire period of construction. The telephone must be removed promptly upon Final Completion and Acceptance of the Work.

Unless otherwise specified in Book 3, you must supply a field office for the City's Superintendent consisting of a separate office facility. It must be of adequate size for efficient operations and be furnished with a desk, three chairs, 4-drawer file cabinet and a plan table. It must be equipped with electric lighting, heating, ventilating and cooling facilities. You must provide a separate telephone for City Superintendent's use.

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

- b. You must also provide and maintain in clean condition for Superintendent's use, including toilet facilities, having a water closet and laboratory fixture connected to sanitary sewer and water service. Temporary toilet facilities must be located in the City's Superintendent's trailer and comply with City and State regulations relating to health and sanitation. The toilet facility must be serviced twice weekly and kept stocked with toilet paper, soap, and paper towels.  
  
Toilets. You must provide at least one portable chemical toilet for every 20 workers or fraction of that number at the Work site as soon as construction operations commence. Toilet facilities must be serviced, at a minimum, twice weekly, which includes draining tank and refilling and disinfecting the interior of each toilet unit, and keeping each unit stocked with toilet paper. Toilet facilities must be maintained during the term of the construction period and removed upon completion of the Work.
- c. Stove heaters in temporary offices and sheds must be properly installed to protect combustible walls, floors and roof.
- d. Storage of Materials. If it is necessary to store materials, they must be protected in such a manner as to insure the preservation of their quality and fitness for the work. All stored materials will be inspected at the time of use in the Work even though they may have been inspected and approved before being placed in storage. You may store materials in the areas provided as working areas by the Contract. If no areas are provided, or if the areas provided are insufficient, you must provide the space required at your expense. Upon completion of the Work, you must clean and restore the storage sites and working areas to their original condition at your expense.  
  
All materials and equipment must be received at the Work undamaged. The Commissioner has the right to reject any method of packing and shipping that, in the Commissioner's opinion, will not adequately protect the materials and equipment against damage while they are in transit or storage or that will damage existing structures.
- e. Storage Sheds. You and each Subcontractor must provide suitable watertight storage sheds for your or their own use as needed. You and each Subcontractor are responsible for and must pay for any electric services to your or their storage sheds. However, the electrical Work must be performed by a licensed electrical Subcontractor. You are responsible for materials stored in the open; they must be arranged in an orderly manner and properly protected against the elements and damage.
- 4. Working Space. You must provide working space for your own use and for each of your Subcontractors. It must provide sufficient space for benches, tools, material storage and for such other purposes as may be required to properly perform and expedite the Work. Allocation of such Work areas is subject to approval by the Commissioner. You must maintain all Work areas in a clean and orderly condition and take whatever precautions as may be necessary adjacent to the new Work. You must clean, repair or replace any damage to Work site due to improper protection at no additional cost to the City.
- 5. Equipment and Falsework. You must determine the methods to be employed, the procedures to be followed, the equipment, plant, falsework, shoring, bracing, and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures, and equipment must be used. You must furnish and maintain and are solely responsible for all equipment such as temporary ladders, ramps, runways, hoists, scaffolding, and similar items required for proper execution of Work. All such apparatus, equipment and construction must meet the requirements of federal, State and local laws concerning the safety and protection of employees. No hoist, scaffolding or other equipment must be erected at such location as will interfere with general construction or progress of other trades. Hoists, scaffolding or other equipment must be located at sufficient distance

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

from exterior walls to prevent staining or marring of any permanent Work. All suspended scaffolding and staging must be lowered to ground level at the end of each work day.

6. **Project Signs.** You must erect and maintain signs identifying the Project and indicating City, and to the extent applicable, State and federal participation. Work under this item includes constructing and erecting project signs of the size and material specified in the Contract drawings. These signs must be erected in locations approved by the Commissioner and must be maintained throughout the term of this Contract. You are responsible for the immediate removal of graffiti. If you are notified of graffiti, you must remove such within 24 hours. The signs must not be removed until you receive such notice from the Commissioner. Unless noted otherwise in Book 3, no separate payment will be made for furnishing, erecting and maintaining the project signs; it is incidental to the Contract.

#### **J. Reports and Plans**

1. **Daily Progress Reports.** You and all Subcontractors must prepare and submit to the Commissioner daily progress reports on the various parts of the Work. The report must include the number of workers and the classification of the trades involved, equipment used and any pertinent information regarding possible delays in the Work.
2. **Procedures, Methods and Equipment.** You will determine the methods to be employed, the procedure to be followed, the equipment, plant, falsework, shoring, bracing and other temporary structures and equipment to be used on the Work, subject to the requirements of the Contract. Only adequate and safe procedures, methods, structures and equipment must be used. Any approval, constructive or otherwise, by the Commissioner of such methods, procedures and equipment in no way relieves you of any of your obligations under this Contract.

## **XIV. STANDARD SPECIFICATIONS**

#### **A. Concreting in Freezing Weather**

You must provide protection of Portland Cement Concrete from cold weather in accordance with Articles 1020.13(c) and/or 1020.13(e) of the Standard Specifications. The cost of all protection of the concrete from cold weather as may be required and as specified in the those specifications must be included in the contract unit prices for Class "SI" concrete other appropriate items of the contract and no additional payment will be made therefore.

#### **B. Protection of Railroad Traffic and Property**

The following supplements the Standard Specifications and any Supplemental Specifications in effect; and in case of conflict with any part of parts of the Standard or Supplemental Specifications, this supplement takes precedence and governs. Add the following to Article 107.12., "Protection of Railroad Traffic and Property":

Whenever such Work, in the opinion of the Railroad Engineer, or his duly constituted and authorized representative, may affect the safety of trains and the continuity of the Railroad's operations, the method of doing such Work must first be submitted to the Railroad Engineer for approval, which will not be unreasonably withheld or delayed, and without which the Work must not be commenced or prosecuted.

The approval of the Railroad Engineer is not to be considered as a release from responsibility or liability for any damage that the Railroad may suffer, or for which it may be held liable by the acts of you, your Subcontractors, or your or their employees.



## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

You are cautioned that when you are working over and/or near railroad property, you must provide adequate protection to safeguard the railroad property. You must also notify all railroad companies affected by the construction 10 days before starting any work that involves working on or over railroad property and must receive permission from the companies before entering onto railroad property.

## **XV. ENVIRONMENTAL REQUIREMENTS**

### **A. Compliance with Environmental Laws**

1. You must comply with all Environmental Laws and any present or future law, ordinance, rule, regulation, permit or permit condition, order, or directive that regulates, relates to, imposes liability for or establishes standards of conduct concerning any Hazardous Materials that may be set forth by the federal government, or the states, or any agency, court or body of the federal government, any state or any political subdivision of them exercising executive, legislative, judicial, regulatory or administrative functions. You recognize that many federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. You also recognize that U.S. EPA, U.S. DOT and other agencies of the state and local governments have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, you must adhere to, and impose on your Subcontractors, any such requirements as these governments and agencies may now or in the future promulgate. Listed below in Section XVIII.F are requirements of particular concern. You acknowledge that this list does not constitute your entire obligation to meet all federal environmental and resource conservation requirements. You must include these provisions in all subcontracts.
2. If you are required pursuant to any Environmental Laws to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, or about any premises you use to perform the Work required under this Contract, you must provide a copy of that report or notice to the City. In the event of a release or threatened release of Hazardous Materials or special waste into the environment, or in the event of any claim, demand, action or notice is made against you regarding your failure or alleged failure to comply with any Environmental Law, you must notify the City pursuant to Section XVIII.C, "Disposal of Waste Materials, Construction Debris, Soils and Waste," below.
3. If you fail to comply with any Environmental Law, the City may terminate this Contract in accordance with the default provisions of this contract and may adversely affect your eligibility for future contract awards.

### **B. Environmental Permits**

1. You must show evidence of, and keep current throughout the term of this Contract, all waste hauling, special waste hauling, disposal permits and insurance certificates required by federal, State, City or other local governmental body or agency pursuant to any Environmental Law.
2. When requested by the Chief Procurement Officer, you must submit copies of all hauling permits required by any Environmental Law. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this Contract. Noncompliance with this requirement may be cause for termination of this Contract and declaring you non-responsible in future bids.
3. Environmental Records and Reports. You are required to prepare and maintain proper, accurate and complete records of accounts of all transactions related to the performance of this Contract, including:

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

- a. Vehicle maintenance records;
- b. Safety and accident reports;
- c. IEPA or OSHA manifests;
- d. Disposal records, including disposal site used, date, truck number and disposal weight, bills of lading, manifests, or other confirmatory receipts signed by a representative of accepting facility for each load of material; and
- e. Permit documentation and all other documentation and transactions pertaining to all Environmental Laws.

#### **C. Disposal of Materials, Construction Debris, Soil and Waste**

1. You are responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a Subcontractor does not relieve you from responsibility for proper disposal. Disposal of all materials, construction debris, soil, and other wastes must be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. You must identify the disposal site(s) or transfer station(s) to which you have contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained.
2. You must upon request provide the Commissioner or his designated representative with copies of all pertinent documents, including load tickets, manifests, bills of lading, scale tickets, and permits and/or licenses for the proposed transfer station and/or landfill. If the transfer station and/or landfill you propose to use does not possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, you must replace the transfer station and/or landfill submitted as part of their bid proposal at no additional cost to the City. If you dispose of materials, construction debris, soil or other wastes at a site that is not properly permitted, you will be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.
3. You must notify the Commissioner, within 24 hours, of receipt of any environmental complaints, fines, citations, violations or notices of violation ("Environmental Claim") by any governmental body or regulatory agency against you by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. You must provide evidence to the Commissioner that any such Environmental Claim has been addressed to the satisfaction of its issuer or initiator.
4. You must notify the City of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which you are asked to participate.
5. You must verify, in writing, whenever requested by the Commissioner, that all materials, construction debris, and other waste you accept from the City have been disposed of in compliance with all Environmental Laws.
6. The form for identifying your debris disposal/handling site(s) and acknowledging terms and conditions relating thereto that you have executed and attached to this Contract is incorporated by reference (the "Form"). In addition to the representations and requirements contained in the Form, you acknowledge that unless otherwise authorized in writing by the Commissioner of Environment, you must not continue to use a disposal/handling site identified in the Form that (i) has been cited as being in violation of any environmental law or regulation or of any City ordinance; or (ii) does not have a necessary permit. If only one site was identified in the Form, you must arrange for a substitute disposal/handling site that meets the requirements specified in

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

the Form and provide a revised Form to the Commissioner of Environment. You further acknowledge that any such substitution is at no additional cost to the City, regardless of the reason necessitating such substitution.

#### **D. Equipment and Environmental Control During Transport**

You must haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes must be designed to prevent spillage during the hauling operation. Your equipment must fully comply with all City, State and federal Regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Law.

#### **E. Environmental Control**

In performing the Work, you must become thoroughly familiar with all federal, State, and local statutes, ordinances, and directives with respect to the elimination of excessive noise and pollution of air, water, and soil due to construction and other operations. Attention must be given to reduce the noise of heavy construction equipment and to the control of dust, smoke, and fumes from construction equipment and other operations on the Work site, and the dirt and noise created by heavy truck operations over City streets in accordance with ordinances of the City and orders of the Commissioner. The discharge of Hazardous Materials into waterways and City sewers is not permitted.

#### **F. Environmental Protection**

You must comply with, and must cause your Subcontractors to comply with, all federal environmental and resource conservation laws and regulations, whether existing or promulgated later, as they apply to this Contract. You must include these provisions in all subcontracts. Some, but not all, of the major federal laws that may affect this Contract include the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321 *et seq.*; the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* and scattered sections of 29 USC; the Clean Water Act, as amended, scattered sections of 33 USC and 12 USC; the Resource Conservation and Recovery Act, as amended, 42 USC §§ 6901 *et seq.*; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§ 9601 *et seq.* You and your Subcontractors must also comply with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 *et seq.*; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

1. Air Quality. You must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401 *et seq.* Specifically, you must comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93; and National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR § 61.145. You further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.
2. Clean Water. You must comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq.* You

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

further must report and require each Subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the City and the appropriate U.S. EPA Regional Office.

3. List of Violating Facilities. You acknowledge that any facility to be used in the performance of the Contract or to benefit from the Contract must not be listed on the U.S. EPA List of Violating Facilities ("List"), and you must promptly notify the City if you receive any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
4. Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the Work, you must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

#### **G. Open Dumping Prohibited**

You must remove all recyclable material and garbage, refuse or other waste material, including broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this Contract and transport them to a facility that is zoned and permitted to accept such material under Chapter 11-4 of the City Municipal Code and all Environmental Laws. You must retain, for each load of material, bills of lading, manifests, or other confirmatory receipts signed by a representative of the accepting facility and make them available to the City upon request.

## **XVI. BONDS**

#### **A. Performance and Payment Bonds**

Prior to performing any work or ordering any materials, supplies or equipment required in the performance of this Contract, but in no event later than 60 days after the Effective Date, you must deliver to the Chief Procurement Officer a contract performance and payment bond in the amount of \$294,000 for the first forty (40) systems to be installed. This bond shall cover the period from the Effective Date until the date that is six months after the final (40<sup>th</sup>) System Acceptance.

When the City notifies you that the City is ordering additional systems then you must deliver to the Chief Procurement Officer a new contract performance and payment bond in the amount equal to:

\$294,000.00 for each additional forty (40) Systems identified in the Notice to Proceed.

Such bond shall cover the period from the date of Notice to Proceed until the date that is six months after the final System Acceptance of such additional Systems.

Each new bond must cover the entire additional amount determined as above. Each new bond must be submitted to and approved by the City to performing any work or ordering any materials, supplies, or equipment needed to comply with the Notice to Proceed or the extension notice, as applicable.

Any performance bond that you provide must comply with the provisions of 30 ILCS 550/1 *et seq.*, as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code, as amended. It must also be in the form of the performance and payment bond form included in Exhibit 8. The surety or sureties issuing the bond must be acceptable to the Comptroller and must have a Best's Key Rating Guide of

## **Exhibit 12**

### **Additional Provisions Relating to Public Works and Construction Projects**

(Revised January 12, 2006)

"B+," Class XI or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.

In case of your neglect, failure, or refusal to provide satisfactory sureties when so directed within 10 days after such notification, under § 2-92-040 of the Municipal Code the Chief Procurement Officer may declare this Contract forfeit, but such forfeiture will not release you or your surety or sureties from any liability that may have accrued before the date of the forfeiture.

If at any time the surety or sureties, or any one of them, upon the bond become insolvent, or are, in the sole opinion of the Chief Procurement Officer, unsatisfactory, or unable to respond to damages in case of liability on such bond, the Chief Procurement Officer will notify you and direct that you furnish a bond issued by a satisfactory surety or sureties forthwith.

## **XVII. COMPLIANCE WITH ALL LAWS**

### **A. Contractor Must Comply with All Laws**

Contractor must observe and comply with all Applicable Laws, in effect now or later and whether or not they appear in the Agreement, including those specifically referenced herein or in any of the Contract Documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all subcontractors to do so. Contractor is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

### **B. Americans with Disabilities Act**

Contractor must perform all construction or alteration that Contractor undertakes in connection with this Contract in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including: Americans with Disabilities Act, P.L. 101-336 (1990) and the Uniform Federal Accessibility Standards ("UFAS") or the American with Disabilities Act ("ADA") and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated with them. If the above cited standards are inconsistent, Contractor must comply with the standard providing greater accessibility.

### **C. Buy America**

Contractor must ensure that, to the extent applicable, Work provided under this Contract complies with any Buy America provisions of the federal government and/or any similar provisions of the State or City.

### **D. Steel Products**

Unless otherwise provided in the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, steel products used or supplied in the performance of this contract or any subcontract to this contract must be manufactured or produced in the United States. Knowing violation of this law may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

### **E. Provisions Relating to Liens**

You will notify your Subcontractors that no mechanic's lien under the Illinois Mechanic's Lien Act 770 ILCS 60/23, *et seq.*, will be permitted to anse, be filed, or maintained against public funds, the Project, or any part of it, or any interest in them, or any improvements on them, or against any monies due or to become due to you on account of any work,

**City Funded**

**XX. Claims and Disputes**



labor, services, materials equipment, or other items performed or furnished for or in connection with the Project to the extent permitted by Law. You, for yourself and your Subcontractors, expressly waive, release, and relinquish such liens and all rights to file or maintain such liens, and you further covenant that this waiver of liens and waiver of the rights to file or maintain such liens is an independent covenant.

If any of your Subcontractors, employees officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanic's Lien Act, 779 ILCS 60/23, *et seq.*, against public funds or against any monies due or to become due to you on account of any Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project, you must cause such liens and claims to be satisfied, removed, or discharged within 30 days from the date of filing. The City may extend the 30 day period if (i) the City determines that the lien claim cannot be so satisfied, removed, or discharged in such period and (ii) you, in the City's sole determination, are proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. The City has the right, in addition to all other rights and remedies provided under this Contract or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at your sole cost, such cost to include reasonable legal fees.

#### **F. Veterans Preference**

You must comply with the provisions of 330 ILCS 55/0 01 *et seq.*, which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference is given to veterans of the Vietnam era and disabled veterans, however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates. You must ensure that the following provisions is inserted in all contracts entered into with any Subcontractors and labor organizations that furnish skilled, unskilled an craft union skilled labor, or that may provide any material, labor, or services in connection with this Contract.

#### **G. Chicago Residency Requirements**

If the funding under this contract is \$100,000 or more, and unless otherwise prohibited by law, you and all Subcontractors that perform work on the site of the construction project undertaken under this Contract must comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago specified in Section 2-92-330 of the Municipal Code (at least 50% of the total worker hours must be performed by actual residents of the City of Chicago). In addition to complying with this requirement, you and all Subcontractors must make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

1. "Actual residents of the City of Chicago" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.
2. You may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-920-330 in accordance with standards and procedures developed by Chief Procurement Officer.
  - a. You must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the project. You and your Subcontractors must maintain copies of personal documents supportive of every Chicago employee's actual record of residence.
  - b. Weekly certified payroll reports (US Department of Labor Form WH-347 or equivalent) which must be submitted to the Commissioner in triplicate, must clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.
  - c. You and your Subcontractors must grant full access to your and the Subcontractor's employment records to the Chief Procurement Officer, the Commissioner of the supervising department, the Superintendent of the Chicago Police Department, the Inspector General, or their duly authorized representatives. You and your Subcontractors must maintain all relevant personnel data and records for a period of at least three years after System Acceptance.

- d. At the direction of the supervising department, you must furnish affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.
3. Good faith efforts on your part to provide utilization of actual Chicago residents (but not sufficient for granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) does not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.
4. When the Work is completed, if the City has determined that you failed to fulfill the requirements of this section concerning worker hours performed by actual Chicago Residents or failed to report in the manner as indicated above, the City will be damaged in that it thereby failed to provide the benefits of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of noncompliance, you must surrender 1/20<sup>th</sup> of 1%, 00005, of the approved Contract Price for this Contract to the City in payment for each percentage of shortfalls toward the stipulated residency. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed. The willful falsification of statements in the certification of payroll data may subject you or your Subcontractors or employee to prosecution. Any retainage to cover Contract performance that may become due to you under Section 2-92-250 of the Municipal Code may be withheld by the City, pending the Chief Procurement Officer's determination whether you must surrender damages as provided in this paragraph.
5. Nothing provided in this section may be construed to be a limitation upon the "Notice of Requirements For Affirmative Action To Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246" or other affirmative action required for equal opportunity under the provisions of this Contract. You must include this provision in all subcontracts.

#### **H. Employment of Illinois Laborers on Public Works Projects**

You must use only Illinois laborers in the performance of this Contract to the extent (1) required by the Employment of Illinois Laborers on Public Works Projects Act, 30 IDCS, 570/0 01, as amended from time to time and (2) otherwise permitted by law.

#### **I. Compliance with Child Support Orders Ordinance**

The Child Support Arrearage Ordinance Sec 2-92-415 of the Municipal Code, furthers the City's interest in contracting with entities that demonstrates financial responsibility, integrity, and lawfulness, and finds that it is especially inequitable for contractors to obtain the benefits of public funds under City contracts while their owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Sec 2-92-415 of the Municipal Code, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner(s) in arrearage on their child support obligations and (1) such Substantial Owner has not entered into a court-approved agreement for the payment of all such support owed, or (2) such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in EDS), then

For purposes of this Section, "**Substantial Owner**" means any person who owns or holds a 10% or more interest in the Contractor, where the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

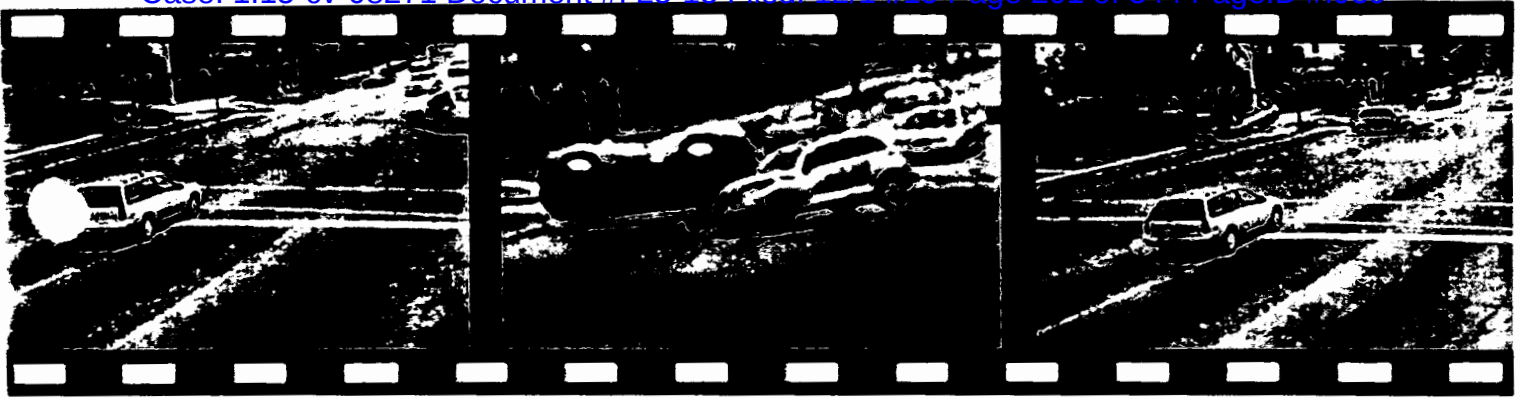
"**Percentage Of Interest**" includes direct, indirect and beneficial interests in you, the contractor. Indirect or beneficial interest means that an interest in you are held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20 % interest in Contractor and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more interest in you. If Corporation B is held by another entity, then this analysis similarly must be

applied to that next entity. The provisions of this Section will only apply where not otherwise prohibited by federal, state, or local law.

**EXHIBIT 13**

**CONTRACTOR'S PROPOSAL**

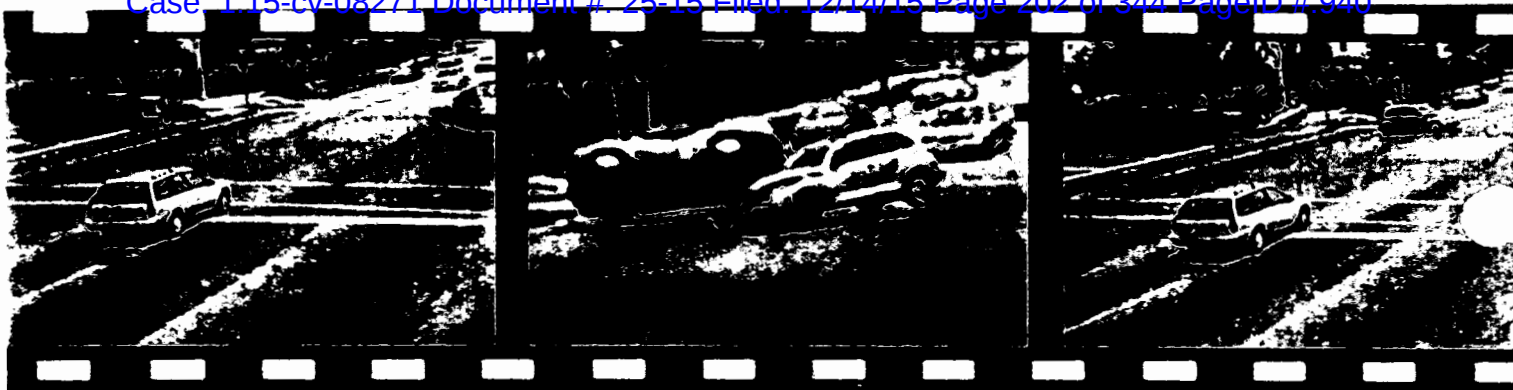




**City of Chicago  
Specification # 57755  
Table of Contents**

| <b>Section</b>                               | <b>Page</b> |
|--|-------------|
| Cover Letter                                 | 1           |
| Executive Summary                            | 5           |
| Professional Qualifications                  | 12          |
| a. Company Profile (Exhibit 1)               | 13          |
| b. Company References (Exhibit 2)            | 15          |
| c. Capacity                                  | 19          |
| d. Business License                          | 20          |
| Key Personnel                                | 22          |
| Implementation Plan                          | 36          |
| a. Project Timeline                          | 36          |
| b. Organizational Chart                      | 49          |
| c. Dedicated Resources                       | 49          |
| d. Software/Hardware                         | 53          |
| e. Acceptance Testing Criteria               | 59          |
| f. Training Plan                             | 64          |
| g. Preventive Maintenance Technical Support  | 68          |
| h. Back-up Contingency                       | 69          |
| i. Security                                  | 72          |
| j. Technical Plan                            | 75          |
| Maintenance and Operation                    | 95          |
| Preliminary Cost Proposal Detail (Exhibit 4) | 126         |
| MBE/WBE Commitment (Includes C1's and D-1)   | 131         |
| Financial Statements (Included for 3 years)  | 132         |





|  |     |
|--|-----|
| Economic Disclosure Statement                | 133 |
| Redflex Traffic Systems                      |     |
| Redflex Holdings Limited                     |     |
| Legal Action                                 | 134 |
| Performance Bond                             | 135 |
| Insurance                                    | 136 |
| Submission Fee                               | 140 |
| \$900 Check Included                         |     |
| Attachments                                  | Tab |
| Firm Wide Organizational Charts              | 1   |
| Sample Maintenance & Warranty Agreement      | 2   |
| Sample Radio Spot Recording on CD            | 3   |
| Chicago Preauthorization Process Description | 4   |



**Redflex Traffic Systems, Inc.**  
6076 Bristol Pkwy, Suite 106  
Culver City, CA 90230  
Tel: 310 642 0470  
Fax: 310 642 0142  
[www.redflex.com](http://www.redflex.com)

September 7, 2007

Barbara A. Lumpkin  
Chief Procurement Officer  
Department of Procurement Services  
Bid and Bond Room  
Room 301, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

Dear Ms. Lumpkin:

Redflex Traffic Systems Inc (Redflex) is pleased to present our proposal in response to the City of Chicago's Office of Emergency Management and Communications' (OEMC) Digital Automated Red Light Enforcement Program (DARLEP) Request for Proposal (RFP Specification No. 57755). In the enclosed proposal, we have documented why we feel Redflex is the most qualified partner for the continuous and ongoing operation of the City's highly successful DARLEP program.

We are pleased to be working with the City of Chicago since 2003 on the implementation, management and support of the largest and most successful photo enforcement program in the USA. Included in the body of our proposal, we will detail the capabilities of our local Chicago-based office, key resources that have supported and will continue to support the City's DARLEP program; the unique capabilities of our cutting edge technologies, and our proven industry-leading and audited achievements relating to system and program performance.

We recognize that working with the City of Chicago was pivotal in building the foundation that has made Redflex #1 in the industry, and we truly appreciate the support and opportunity that the City has provided over the years.

**Company Overview & Key Personnel**

- Redflex is the largest provider of photo enforcement programs in the USA. We have supported these types of large-scale public safety initiatives since 1986 and as a wholly-owned subsidiary of the Redflex Holdings Group; we have been publicly listed since 1997.
- Redflex has a staff of over 300 employees, all of which are solely dedicated to supporting our photo enforcement programs.

**A member of the Redflex Group**



**REDFLEX**  
TRAFFIC SYSTEMS

- Redflex has a long history of profitability, last years we have over \$26,000,000.00 in cash flow and we have a \$25,000,000.00 funding facility through the Harris Bank.
- To support and maintain the City of Chicago's DARLEP program, Redflex is currently dedicating in excess of a dozen technical and customer service support resources; which will work directly from our Chicago-based DARLEP office. This resource pool is scalable and will grow proportionately to the scope of the program to ensure we exceed the City's expectations on an on-going basis.
- This office is located at 329 W. 18<sup>th</sup> Street, Chicago, IL. Several of the key personnel that has worked directly with the City over years include(see key personnel section for detailed resumes):
  - William Braden, Director of Chicago Operations
  - Martin O'Malley, City of Chicago Customer Service Manager
  - Robert Warner, City of Chicago Program Director
  - Tony Delgado, City of Chicago Technical Supervisor
- We also have an extensive and established network of M/WBE sub-contractors that we have spent millions of dollars with over the years and who have a strong history supporting the City.
- The direct experience and total dedication of these resources have delivered the industry's greatest performance and results, including:
  - An excess of 90%+ citation issuance rates
  - An excess of 95% system uptime
  - Issued over 800,000 citations
  - Reduced violations an average of 41% across the entire DARLEP program

**Legal Name of Company**

Redflex is a wholly-owned subsidiary of the Redflex Holding Group, and has been in operation since 1986. Redflex Traffic Systems Inc is incorporated in the State of Delaware and has its principal headquarters located at 15020 N. 74<sup>th</sup> Street, Scottsdale, Arizona, 85260.

Redflex will support the City of Chicago's program from our Chicago-based office located at 329 W. 18<sup>th</sup> Street, Chicago, Illinois, 60616.

We have filed our necessary tax returns with the State of Illinois and are in good standing. We currently maintain a current business license with the State of



**REDFLEX**  
TRAFFIC SYSTEMS

Illinois (see Company Profile for copy of current State of Illinois business license).

#### **Contact Person Information**

The following persons are authorized as the principal contact for oral presentation, to enter into negotiations, and/or to make representations for or on behalf of Redflex Traffic Systems:

Aaron Rosenberg, PhD

Vice President

Tel: (310) 213-6994

Fax: (310) 878-0111

Email: [arosenberg@redflex.com](mailto:arosenberg@redflex.com)

Karen Finley

President/CEO

Tel: (480) 998-4442

Fax: (480) 607-5552

Email: [kfinley@redflex.com](mailto:kfinley@redflex.com)

#### **Team Structure & Sub-Contractor Experience**

The Redflex team includes our most experienced personnel and our network of local M/WBE sub-contractors. As part of our M/WBE plan; we have pledged to use these resources in excess of 30% of the total contract value (25% MBE/5% WBE).

Outlined below are the names and roles of these sub-contractors. Each of these firms has worked with Redflex over the years in supporting the City of Chicago and has worked directly with the City of Chicago on various other projects. They are all experienced and in good standing with the City.

#### **Chronological History of Mergers & Acquisitions**

Due to the capital intensive nature of this industry, there is a long history of firms going bankrupt, into receivership and that have been divested. Redflex has never faces insolvency and has acquired various stressed entities over the years.

- July 1999, Redflex acquired ATS (American Traffic Systems) public safety business, including the contracts of Paradise Valley, Arizona; Scottsdale, Arizona; and Fort Collins, Colorado. ATS turned its focus on its toll management business; which was later acquired by Transcore in 2000.
- In 2000, Redflex acquired Traffic Safety Systems (TSS), including the several contracts across the Southern California region.
- Redflex has no forthcoming actions.



**REDFLEX**  
TRAFFIC SYSTEMS

**MBE/WBE Summary**

Committed to the full compliance with the City's strict MBE/WBE requirements Redflex will meet and exceed the specified percentages. Sub-contractors include:

- City Lights – Construction Services
- Milhouse Engineering – Engineering Services
- Electrical Resource Management – Supplies & Materials
- Evergreen Supply –Supplies & Materials
- We're Cleaning – Cleaning Services

These sub-contractors have successfully serviced the City of Chicago in other initiatives and are active participants in the community.

**Addendum I Acknowledgement**

Please accept this confirmation of our receipt of Addendum I.

**Addendum II Acknowledgement**

Please accept this confirmation of our receipt of Addendum II.

As the Selection Committee evaluates our proposal, we are confident that our verifiable capabilities, experience delivering programs of similar magnitude and complexity and our proven public safety benefits will demonstrate that Redflex is clearly the most qualified vendor to support the City's efforts and to deliver a full turnkey system; as clearly specified in the RFP.

We thank you for this unique opportunity. We are confident in our people, our technology and our approach and are enthusiastic in our hopes to support this important community safety endeavor.

Kind Regards,

Aaron M. Rosenberg, PhD  
Vice President, Redflex Traffic Systems  
310.213.6994 (O)  
310.878.0111 (F)  
[arosenberg@redflex.com](mailto:arosenberg@redflex.com)



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## 2. Executive Summary

The proposal enclosed herein is in **full compliance with all the provisions as stated in the Request for Proposal (RFP) Specification Number 57755.**

The best "proof" that Redflex fully understand the objectives of the City is through our dedicated service to the City over the last four years. The implementation services, program management, performance metrics and safeguards, software, training and on-going support services that we have provided since the inception of DARLEP is the best measurement and "proof" of our capabilities and our total dedication to ensuring the City supports the very best program in the world!



### **REDFLEX = MOST VALUED PARTNERSHIP**

Redflex is the largest and most successful vendor in the photo enforcement industry. We currently support over 160 contracts in 19 states. We have executed over 70 contracts in the last 12 months, which equals to being selected in approximately 80% of all competitive efforts against the competition. Other attributes include:

- 1,000+ operational systems
- 300+ employees solely dedicated to photo enforcement
- Monthly processing of 500,000 incidents
- Monthly fielding of 15,000+ customer service phone calls into our Call Center
- Monthly providing of 2000+ court packages
- Annual installation of 300+ systems
- 55% market share of the total USA (digital photo enforcement industry)
- Most large-scale programs supported in the USA. Redflex literally supports dozens of programs with in excess of 20 operational systems.

Some vendors will claim more large-scale experience in referencing programs like Philadelphia. While in reality, the City of Philadelphia supports approximately 12 systems and they are all "wet-film" or antiquated 35mm technology. Also, programs like Seattle and St. Louis each have less than 12 operational systems - Is this truly a large-scale program? We don't think so and referencing these programs is almost disingenuous.

- Support the largest US-based program – Yours!

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



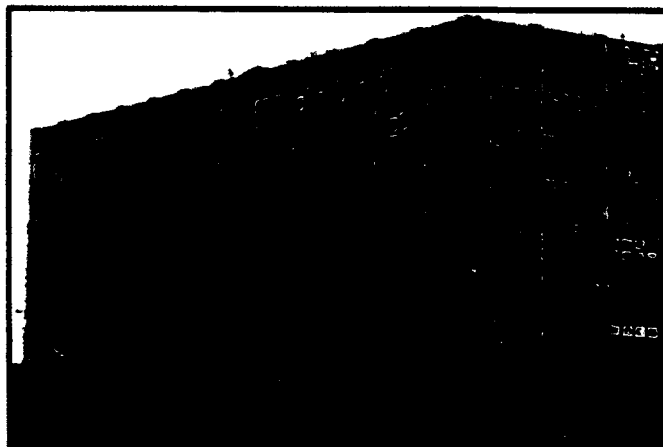
It has been our true honor to work with you on building the DARLEP program from our original 20 systems and with proper nurturing, hands-on participation and caring program management; we have been able to grow this program to an excess of 100!!!

If the program was not a success, it is safe to say it would not have grown to its current size, or to the size predicated under this RFP. There is a reason why many of the other large cities have not experienced the same growth and success as the City of Chicago - one potential reason: their partner and the technology!

We were originally chosen by the City of Chicago resulting from the success of our head-to-head competition and I feel we have been able to successfully support the City over the last four years resulting in the development of the largest US program as a result of our proven hands-on approach, unmatched delivery capabilities and the ultimate responsibility we have shown toward the City and its citizens.

**CHICAGO-BASED WORK FORCE = MOST LOCAL**

Redflex is the ONLY vendor with a local Chicago presence. As our partnership with the City of Chicago has grown and matured, Redflex decided to make a substantial capital investment with the City; we have secured substantial office space within the City of Chicago. Based on our current scope there will be over a dozen resources working from this fully operational office that dedicated to supporting the City's DARLEP program. These numbers will substantial increase to meet the demands of the program.



Local Chicago Office

Additionally, having this local office provides us a means to:

- Be an active part of the community. With a local office and a large local staff, we take pride in the City of Chicago; we are proud of our partnership and our ability to be part of the "fabric" of Chicago.
- Provide opportunities for workforce development and economic development for the City. As the largest vendor in Photo Enforcement for the State of Illinois, we service

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



over a dozen cities across Illinois, and our Chicago office will act as the Redflex regional hub for our Illinois programs; which will provide substantial opportunities for the City.

We don't just promise we will provide a local presence, we deliver our of commitments. We have already secured our office space, and support more programs across the State than any other vendor, including the great City of Chicago; we have the critical mass to deliver substantial opportunities to the community.

- Superior customer service and support. Our customer service managers will be working a short distance from the OEMC, which will enable the City to be very hands-on with their oversight and management of the DARLEP program.
- Highest quality maintenance and responsiveness. Our technicians are on-call 24x7 and with the close proximity of our support office, we will have the ability to immediately respond to the City requests.

Other vendors will depend on flying-in technical experts from offices thousands of miles away. This approach has proven a disaster for other programs that didn't have experienced local technicians.

- Our dedicated Chicago-based team is the most experienced in the industry. Our dedicated team members have been supporting the City since the inception of the City's original DARLEP program.

Our dedicated resources are the most experienced in the industry, and they are "truly" dedicated to the City of Chicago and have the demonstrated experience of supporting the largest program in the USA – your program!!! Our experience and knowledge of the City's program is demonstrated and substantiated by the support we have provided the City over the years.

Many firms talk about the "experience" of their program managers; but these are the same program managers that are promised to every other program they are "pitching to." How can someone be dedicated to the City of Chicago, if they need to support other programs thousands of miles away?

Chicago is unique and only Chicago-based operational and support staff "knows" Chicago. This is a key tenant to our current program management and our commitment to the programs continued expansion and success.

**100% IN HEAD-TO-HEAD COMPETITIONS = MOST CHOSEN**

Redflex is 100% in "head-to-head" competitions; thereby empirically proving we are the best in the industry. We have beaten competitors like ACS, ATS, and Siemens.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



- In spring of 2007, we competed in a 30-day field trial against ATS and Siemens in Corpus Christi, Texas and as a result of this effort, Redflex was unanimously selected to support the City.
- In spring of 2003, we competed in a 30-day field trial against ACS in Chicago and as a result of this effort; Redflex was unanimously selected to support the City.

Other vendors may talk about their "head-to-head" trials; but these are the only two real trials and the only two that Redflex competed in and were successful against these vendors in each effort we participated in.

**DOCUMENTED SYSTEM EXCELLENCE = MOST KNOWLEDGEABLE**

Redflex has delivered to the City of Chicago the industry's most successful program. This is based on proven system performance and documented program success. This includes:

- 800,000+ citations issued
- In 2006, our overall citation issuance rate was 95%, and included over 300,000 violations.

Some vendor may espouse this type of system performance, but the numbers are not telling the whole picture, as it is a common practice for the vendor to make substantial deductions before providing the violations to the City for review. Redflex believes in complete visibility and provides the City access to reports which document each and every possible violation.

- 90%+ citation issuance rate for the lifetime of the program. No program in the USA has provided this demonstrated long-term success.
- We have maintained a 95% system uptime since the commencement of the DARLEP program.
- All system knockdowns have been restored in 24 hours or less.
- We have provided all violations to the City for review in 2 business days or less since the inception of the program.
- We have never suffered or had to pay any liquidated damages!



Each of these points is very robust and unique, as no other vendor can document this type of success on this wide-scale of effort for this amount of time.

Working with the City on its early efforts and the original development of the DARLEP program, we have been with the City at each step on the way, navigating unknown waters and ultimately ensuring the City maintains its industry-leading success. Chicago is the leading benchmark by which all programs are measured; and we are proud to have

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



worked in the trenches with the City over the years ensuring its victories in increasing public and community safety.

**DEEPEST PROGRAM UNDERSTANDING = NO RISK & NO UNKNOWN**

Redflex has seamlessly carried out three prior expansions in Chicago. Redflex constructed and maintained an increase of 20 systems in 2005. The program has grown on two subsequent occasions since, and in 2006, 20 systems were added. Currently Redflex is installing the balance of an additional 80 systems. In total, Redflex will have successfully expanded the Chicago program by 120 systems. The honor of partnering with Chicago in promoting safer driving the past 4 years has allowed us a thorough understanding of the requirements necessary to support largest digital enforcement program in North America.

Working with Redflex, the City knows firsthand our competence, proficiency and expertise. We have successfully partnered with the OEMC, Department of Revenue and the Administrative Hearing Office and through the development of unique City-oriented process flows, data flows and system integration; the DARLEP program is skillful operated.

We have the capacity to implement the programs expansion without suffering a long and painful learning curve. Our experience provides us the greatest depth of knowledge when it comes to installation activities like permitting, Aldermanic approval and system sign-off.

We have proven to the City that we have successful track records of on-time delivery, sterling customer satisfaction and extensive development, delivery and operational expertise in supporting the largest and one of the most complex programs in the USA.

During the original Chicago head-to-head pilot, we were the only vendor to install our program within the specified 30-day timeline and with the implementation of over 100 systems; still we have not missed a deadline.

**MBE/WBE COMMITMENT – MOST SERVING**

Over the last four (4) years, Redflex has been in full compliance with the City's specified MBE/WBE requirements.

Redflex continues it's commitment to local businesses with extensive contracting opportunities to Chicago Minority and Women-Owned Business Enterprises (M/WBEs).

Redflex dedicated to continue to increase of M/WBEs participation. "Year-To-Date" Redflex has spent over \$1,000,000.00 with local M/WBEs on the implementation of the last 33 system installations.

With the opening of our local office, we are always looking forward innovative ways to increase opportunities M/WBEs. For example, we are now using a MBE (We're Cleaning) for our office cleaning needs. Other M/WBEs used by Redflex include City Lights (Construction), Milhouse Engineering (Engineering), Electrical Resource Management and Evergreen Supply.



**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**CUTTING EDGE TECHNOLOGY – MOST EFFECTIVE**

Redflex provides the most advanced, non-obtrusive and visually aesthetic system configurations in the market place.

Our next generation systems were designed and engineered using a Redflex specification to deliver “function built” photo enforcement systems. Designed from the specification on up to provide the highest system yields in the industry, and we do not simply integrate “off-the-shelf” cameras and components; but rather use technologies that were designed to operate successfully in the most severe and challenging environments. Our technology is the basis for our continued success. With over 50% of the entire photo enforcement market using Redflex technology; there is a reason that we support more systems then all of the competition combined.

Our latest systems configurations offer substantial benefit over the competition; such as:

- Requiring fewer flashes
- Requiring fewer poles and smaller less obtrusive poles
- No requirements for a roadside cabinet and no low pole mount cabinets (which can be an ADA compliance issue)
- The Redflex system provides a higher camera position; which provides the greatest near-lane visibility and is free from obstructions that encumber the systems of our various competitors. Our higher orientation provides greater citation issuance rates and improves the quality and angle of the violation images for more effective capture across all lanes and movements.
- Full streaming and archiving capabilities
- OCR, wanted vehicle and other homeland security features
- Audio options
- Web-based on-line defendant viewing
- Full suite of non-intrusive sensors, including IDOT approved “virtual sensors”
- Collision preemption features

The Redflex program is the only technology that has been developed to meet the City's specification. Over the years, we have made a substantial investment in Research & Development (R&D) to provide the most robust, effective, and efficient solutions. While our technology is the not the cheapest; we believe in going the extra mile and spending the

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



extra dollar to ensure the City minimizes its risk exposure. This includes our truly robust system features like:

- We are the only vendor to take the time and expense to synchronize and integrate the video, stills and data at the point of violation – as rightfully required by the City to ensure system and evidentiary integrity. The competition obtains the video files separately from the image files; thereby causing a chain of evidence breakdown.
- Full co-location, redundancy and back-up of all video, data and image files
- 7-day on-site video access and archiving

We would like to thank you for allowing us to participate in this truly amazing opportunity. We know that the unique combination of providing (1) the most experienced local staff, (2) the most proven technologies and (3) providing the largest local infrastructure and suite of support services will guarantee that the City of Chicago will continue to support a truly world-class DARLEP program for many years to come.

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



### **3. PROFESSIONAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE OF RESPONDENT AND TEAM**

Redflex is committed to provide the City of Chicago with all the necessary resources to complete the all the work as identified in the RFP. We are presenting this proposal as the prime and will use MBE/WBE subcontractors as required in the RFP.

#### **A. COMPANY PROFILE (EXHIBIT 1)**

Redflex has completed the Exhibit 1 **Company Profile** form as requested by the City of Chicago. Please refer to the following page for Exhibit 1.

EXHIBIT 1  
COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture and partner subcontractor(s), as applicable.

(1) Legal Name of Firm Redflex Traffic Systems, Inc.

(2) Doing Business under Company Name? N/A  
If yes, Name of Company:

(3) Headquarters Address: 15020 N. 74<sup>th</sup> Street

(4) City, State, Zip Code: Scottsdale, AZ 85260

(5) Web Site Address: www.redflex.com

(6) Proposed Role: Prime Contractor to provide digital automated red light enforcement program

(7) Number of Years in Business: 21

(8) Total Number of Employees: 250

|   |                      |                      |                      |
|---|----------------------|----------------------|----------------------|
| (9) Total Annual Revenue separated by last 3 full fiscal years: | 2004                 | 2005                 | 2006                 |
|   | <u>\$ 19,886,385</u> | <u>\$ 26,098,414</u> | <u>\$ 37,427,773</u> |

(10) Major Products and/or Services Offered:

Photo Enforcement Systems which includes Red Light, Mobile Speed, Fixed Speed photo enforcement.

(11) Other Products and/or Services Offered:

Stop Sign, Rail Road Crossing photo enforcement

(12) Briefly describe your firm's strategic direction in providing solutions for a client:

Redflex strategic approach for providing solutions for clients is to provide a partial or full turnkey digital automated red light photo enforcement program that is simple to use and administer. For the City of Chicago, our solution includes furnishing, delivering, installing, maintenance, upgrading, operating and repairing the proposed system. We will provide as part of our solution our patented combination still-video system. This solution provides both (1) the highest resolution and quality color still photographs with (2) the benefits of full motion video; allowing officers to view all possible extenuating circumstances thereby providing true objectivity.

(13) Briefly describe your firm's experience in installation and implementation of Digital Automated Red Light Camera Systems for clients:

Redflex currently services in excess of 150 municipalities across 19 states and currently supports more operational programs than all of the competition combined. We currently support over 1,000 fully operational digital systems. To illustrate our experience in installation and implementation of Digital Automated Red Light Camera is our experience in the Spring of 2007 during a head to head competition pilot (live demonstration) against two vendors (ATS and Siemens). We are 100% in head-to-head competitions; as we were also successful in securing the contract resulting from a "live" duel in the City of Chicago, IL. In addition, we implemented a full functional program in Corpus Christi, TX in 15 days from contract! And implemented a fully functional program in Chicago, IL in 30 days from contract! Currently, we are installing approximately 40 new systems on a monthly basis; we have a sterling record of on-time delivery and customer satisfaction.

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



## B. COMPANY REFERENCES/CLIENT PROFILE (SEE FORM IN EXHIBIT 2)

Redflex has provided four references from municipalities with similar scope and magnitude as described in the RFP. We have used the form labeled Exhibit 2 and provided the necessary information for each reference as requested.

We encourage the City of Chicago to contact our references and inquire about our record of past performance. We have been the prime contractor in all of our references listed below:

### Reference: 1

|                     |              |
|---------------------|--------------|
| Contact Information | Dayton, Ohio |
|---------------------|--------------|

### Reference: 2

|                     |                |
|---------------------|----------------|
| Contact Information | Columbus, Ohio |
|---------------------|----------------|

### Reference: 3

|                     |                      |
|---------------------|----------------------|
| Contact Information | Cary, North Carolina |
|---------------------|----------------------|

### Reference: 4

|                     |                         |
|---------------------|-------------------------|
| Contact Information | Albuquerque, New Mexico |
|---------------------|-------------------------|

All the clients listed above are currently using the following software which is inclusive of our Solution:

- Oracle: Relational Database System
- SmartOps: Client based processing application
- SmartOps Online: Web based utility application being migrated to full violation processing application.
- Police Authorization: Web based application for authorization of violations.
- [Photonotice.com](http://Photonotice.com): Web based violation viewing application for use by the violator.
- SmartCam: Violation capture software.
- SmartView: Video capture software.
- SmartOps Online Reports: Web based reporting system.



EXHIBIT 2  
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a complete client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Dayton, Ohio
- (2) Address: 335 W. Third Street
- (3) City, State, Zip Code: Dayton, Ohio 45402
- (4) Project Manager: Detective Carol Johnson – Safelight Dayton Program Manager
- (5) Telephone Number: (937)333-1084
- (6) E-mail: Carol.Johnson@cityofdayton.org
- (7) Number of Red Light Cameras Systems in Client Organization: 20
- (8) Project Scope of Services/Goals: 20 Systems
- (9) Contract Award Date: 4/9/2003 Completion Date: 12/31/2007
- (10) Initial Contract Amount: \$55 per citation Final Contract Amount: \$ 55 per citation

- (11) Describe how the client's goals were met. Describe Digital Automated Red Light Camera Systems installation and implementation. Attach additional pages, as necessary.

The Agreement called for a minimum of 12 and a maximum of 18 cameras to be placed at 12 identified high-accident intersection sites in the City of Dayton. Twelve (12) cameras were installed between March and June, 2003. An additional four (4) cameras were added to two (2) intersections in 2004 and four (4) more cameras in 2005.

Complete cooperation from Dayton Traffic Engineers was the norm. As a result equipment was installed promptly and has been maintained in peak operating condition and performance.

The City of Dayton is reporting a 40% reduction in crashes at camera locations and a significant 52% decrease in red light running detections as monitored from program inception through June, 2007.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:

There were no obstacles. Police, Law, Traffic Engineering were all very helpful in the implementation of the program.

- (13) Is the client still utilizing this Digital Automated Red Light Camera Systems?

Yes. In fact, on June 6, 2007 the Dayton City Commission voted to extend the SafeLight Dayton program through February 2010.

- (14) What was the cost/financing structure of the contract?

\$55 per paid citation.

## EXHIBIT 2

## COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a complete client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Columbus, Ohio
- (2) Address: 50 W. Gay St.
- (3) City, State, Zip Code: Columbus, Ohio 43215
- (4) Project Manager: George Speaks, Deputy Director of Public Safety
- (5) Telephone Number: (614) 645-4200
- (6) E-mail: gespeaks@columbus.gov
- (7) Number of Red Light Camera Systems in Client Organization: 12
- (8) Project Scope of Services/Goals: 12 Systems
- (9) Contract Award Date: 12/16/2005 Completion Date: 3/7/2009
- (10) Initial Contract Amount: \$ Based on a Tier structure see # 14 for details Final Contract Amount: \$ Based on a Tier structure see # 14 for details

- (11) Describe how the client's goals were met. Describe Digital Automated Red Light Camera Systems installation and implementation. Attach additional pages, as necessary.

The goal(s) of the Focus-On-Safety Automated Enforcement Program for the City of Columbus are in the process of being met. The program is only half through the first three year term. Twelve of the twenty planned cameras have been installed and a local engineering consulting firm has been hired to speed the process of installation of the remaining eight cameras.

In the 2006 Year End Report to the City Council, Public Safety Director Mitchell Brown reported "Red light running has been significantly reduced an overall reduction of 62%. There is an overall reduction in T-bone crashes of 47%. More importantly, there has not been an increase in rear-end crashes at camera locations."

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:

Difficulty in reducing the amount of time the City of Columbus takes to review construction drawings has caused the hiring of a local engineering consultant firm to ease this delay.

The only "obstacle" to implementation was an extra measure of care and caution to present a very solid Public Awareness effort. The City of Columbus and Redflex conducted at least 6 public awareness meetings throughout the City; from community centers to the Police Academy. Additionally, a complete media brochure was prepared by the City with assistance from Redflex for distribution on the day the program began March 7, 2006.

- (13) Is the client still utilizing this Digital Automated Red Light Camera Systems?

Yes. The City of Columbus is half way through the first term of the Agreement and is discussing extension and expansion of the original 20-camera system in 2008

- (14) What was the cost/financing structure of the contract?

Tiered payment structure. Tier 1 (0-1000) \$71.25, Tier 2 (1,001-2,000) \$61.75, Tier 3 (2,000+) \$47.50

EXHIBIT 2

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a complete client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Cary, North Carolina
- (2) Address: PO Box 8005
- (3) City, State, Zip Code: Cary, NC 27512-8005
- (4) Project Manager: Major (ret) Brad Hudson
- (5) Telephone Number: (919) 462-3430
- (6) E-mail: Brad.hudson@townofcary.org
- (7) Number of Red Light Cameras Systems in Client Organization: 17
- (8) Project Scope of Services/Goals: 15 systems
- (9) Contract Award Date: 09/15/2003 Completion Date: 1/30/2009
- (10) Initial Contract Amount: \$ 49.50 per paid citation Final Contract Amount: \$ 49.50 per paid citation

- (11) Describe how the client's goals were met. Describe Digital Automated Red Light Camera Systems installation and implementation. Attach additional pages, as necessary.

Client desired a cost effective method of enforcing red light violations. Traditional enforcement efforts have not had the desired impact. Upon installation of our 17 camera systems, a substantial reduction in violations and crashes occurred. Upon obtaining permits, the systems were constructed utilizing local contractors. Redflex technicians then installed the cameras and computers and fine tuned the system. After a 30 day warning period, the program became active. During the life of this program less than 1% of violations have resulted in a hearing request.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:

This contract was smoothly implemented with minimal issues. Co-ordination with city engineering and NC DOT was required and the program continues today as a model of efficiency and effectiveness.

- (13) Is the client still utilizing this Digital Automated Red Light Camera Systems?

Yes.

- (14) What was the cost/financing structure of the contract?

Tier payment structure. Tier1 0-120 citations \$49.50 per paid. Tier 2 121+ citations \$30.00. Redflex also shall be compensated and will retain the sum of \$25 per penalty fee per citation.

## EXHIBIT 2

## COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a complete client profile information sheet for each company reference. Provide a minimum of 3 references.

- (1) Client Name: Albuquerque, New Mexico
- (2) Address: 7920 Wyoming Blvd NE
- (3) City, State, Zip Code: Albuquerque, New Mexico 87122
- (4) Project Manager: Captain Ron Hetes Metro Division
- (5) Telephone Number: (505) 761-8824 Fax#: (505) 270-8730
- (6) E-mail: rhetes@cabq.gov
- (7) Number of Red Light Cameras Systems in Client Organization: 40 Redlight and Fixed Speed and 3 Speed Vans
- (8) Project Scope of Services/Goals: 40 Red Light and Fixed Speed approaches and three speed vans.
- (9) Contract Award Date: 12/14/2005 Completion Date: 12/14/2010
- (10) Initial Contract Amount: \$2350.00 per approach plus \$18 per cite.      Final Contract Amount: \$ 4350.00 per dual approach, 2350 for single approaches if any. \$18 per Red Light citation and 18% up to \$45 per Speed Citation.
- Each Van \$5500 plus \$18 per cite.      Each Van \$5500 per plus 18% per citation up to \$45 per.

- (11) Describe how the client's goals were met. Describe Digital Automated Red Light Camera Systems installation and implementation. Attach additional pages, as necessary.

The City requested a two approach Red Light Pilot program in 2004. After the City determined that this was a success they requested that we grow the program to 10 approaches and one speed van to be used for school zones. The Mayor and City Council decided to increase the number of approaches to a total of 40 approaches and three speed vans to be used both in school zones and on the streets of Albuquerque. The City further requested that each approach be a combination of Red Light and Speed (Fixed Speed). This stage of growth was completed in FY07.

Each system is a traditional Redflex Traffic Systems Red Light and Fixed Speed system with 12 seconds of video attached with each violation. All of these are triggered with in-ground loops allowing for an accurate speed reading (Piezos and Loops). The three speed vans use radar systems to trigger the on-board camera systems to capture violators.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:

We only had to work out some issues involving NMDOT right of way issues. This was a permitting process that we worked through with a great deal of support from the City of Albuquerque and NMDOT.

Is the client still utilizing this Digital Automated Red Light Camera Systems? Yes

- (13) What was the cost/financing structure of the contract?

Fixed Speed - \$4,350 flat fee, Speed Van - \$5,500 flat fee, Red Light - \$2,350 flat fee, Fixed Speed and Red Light combo - \$4,350 flat fee. Each also has an 18% process service fee per paid citation of \$45 max.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



### **C. CAPACITY TO PERFORM CITY PROJECTS**

Redflex has direct staff of approximately 300 and through our extensive networks of partnerships and sub-contractors; we have a pool of experienced resources in excess of 1,000. Currently, we are installing approximately 40 new systems on a monthly basis. We also have a sterling record of on-time delivery and customer satisfaction.

In Chicago, we currently have over a dozen full time employees exclusively dedicated to the City, and over 300 employees available to assist the City of Chicago with the overall operations of the program. We will continue to analyze the workforce and increase the Chicago staff and increase as it becomes necessary to efficiently handle the City's program.

In addition, we are committed to utilizing local metro subcontractors certified as MBE/WBE and continue to support the economic development and financial prosperity of local area businesses.



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program

---



## **D BUSINESS LICENSE / AUTHORITY TO DO BUSINESS IN ILLINOIS**

Redflex is currently registered as a foreign corporation because our corporation was formed in the State of Delaware. We have filed the 2007 corporate annual report and all the necessary tax returns are on file and current with the State of Illinois and therefore our corporation is in good standing.

Following this page we have included copies of our business license for the City of Chicago.

# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: REDFLEX TRAFFIC SYSTEMS, INC

DBA: REDFLEX TRAFFIC SYSTEMS

AT: 329 W. 18TH ST., Apt./Suite 400  
CHICAGO, IL 60616  
SUITE 400

LICENSE NO.: 1847067 CODE: 1010

FEE: \$\*\*\*\*250.00

LICENSE: Limited Business License

PRESIDENT: KAREN L. FINLEY  
SECRETARY: JUSTIN A. ISKE

PRINTED ON : 09/07/2007

\$\*\*\*\*250.00

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR; AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 06 DAY OF SEPTEMBER, 2007

EXPIRATION DATE: June 15, 2008

ATTEST:

*Richard M. Daley*  
MAYOR

*Michael J. Daley*  
CITY CLERK

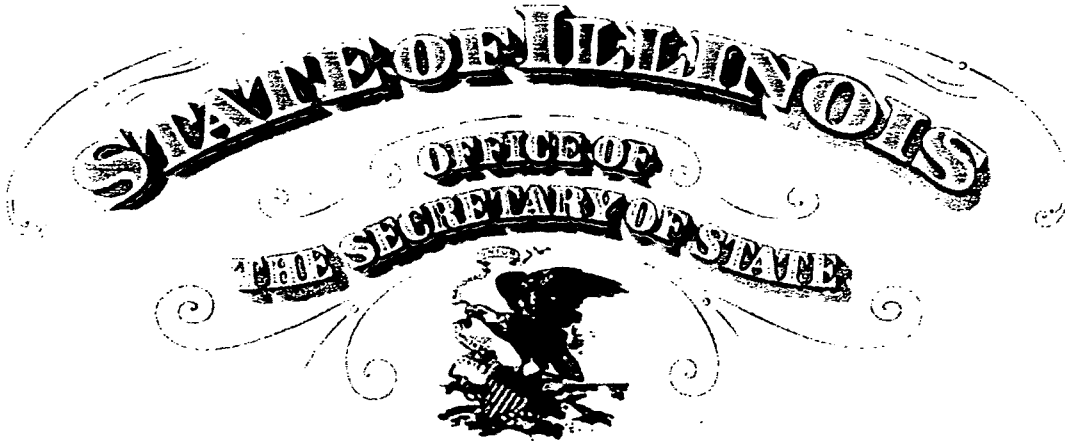
DREV NO. 321659 SITE: 1  
TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



File Number

6305-969-2

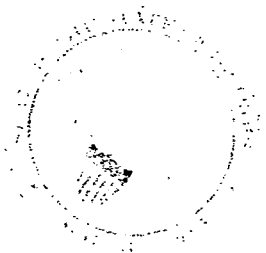


*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois; do hereby certify that*

REDFLEX TRAFFIC SYSTEMS, INC., INCORPORATED  
IN THE STATE OF DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS  
STATE ON SEPTEMBER 2, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE  
PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING  
TO THE FILING OF ANNUAL REPORTS AND PAYMENT OF FRANCHISE TAXES, AND  
IS AT THIS TIME A FOREIGN CORPORATION IN GOOD STANDING AND  
AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS\*\*\*\*\*

*In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this*  
*day of* 4TH  
OCTOBER A.D. 2006



*Jesse White*

SECRETARY OF STATE



#### 4. PROFESSIONAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE AND LOCAL AVAILABILITY OF KEY PERSONNEL.

Redflex Traffic Systems has extensive departments that are charged with providing the necessary services and capabilities to our clients. Redflex is very committed to utilizing **City approved local** contractors to aid in the construction and implementation of each system. Redflex provides extensive oversight and construction management during each step of the implementation process. Construction efforts follow a comprehensive methodology and guide that has been tried, tested and proven effective for working with local sub-contractors and ensuring all project timelines are met.

In addition, a fully staffed "customer help desk" is available to assist with any day-to-day operational questions or issues. This help desk is staffed with highly trained and experienced business analysts who are familiar with all facets of the red light enforcement programs, including the court interface and the program procedures and business rules.

The team consists of the most tenured individuals with the greatest depth of photo enforcement experience in the USA. The key personnel include the following individuals (Detailed resumes and job descriptions are included at the end of this tab):

- Direction of Operations, William Braden
- Program Director, Robert Warner
- Customer Services Representative, Martin O'Malley
- Regional Operations Director, Gregory Furman
- Technician Supervisor, Antonio Delgado
- Construction Manager, Joshua Brown

##### Operations Director



Bill Braden, Director of Operations is responsible for all operations functions in the City of Chicago including construction and maintenance oversight, customer service, and Illinois based citation processing.

Mr. Braden has managed the construction and installation of over 80 enforcement systems in the State of Illinois. Mr. Braden was instrumental in the development and delivery of the Chicago preventative maintenance program, has assisted in the development of technical specifications relating to the installation and construction practices for enforcement systems in Illinois, and has been responsible for the maintenance of all Illinois based enforcement programs, that have all maintained an over 90% issuance rate.

Mr. Braden holds an Electrical Engineering Technology degree from Northern Illinois University.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**Program Director**



**Robert Warner** will continue to be the Program Director for the City of Chicago. Mr. Warner has many years of experience overseeing a number of accounts, in particular the City of Chicago. He has first hand experience with the DARLEP requirements for the State of Illinois from his past experience in law enforcement.

Additionally, he will act as the "single-point" of contact for the City, be responsible to promptly address all inquiries, monitor program operations and ensure a successful remedy of any reported issues.

Warner is a 30 year veteran of Law Enforcement. He served as Chief of Police in Batavia, Illinois Police Department and for a brief tenure at Apache Junction, AZ in the same capacity. Warner holds an MA in Public Administration, a BA in Management and is a graduate of the FBI National Academy.

**Customer Services Representative**



**Martin G. O'Malley** is the Customer Services Representative for the City of Chicago. Mr. O'Malley works out of our Chicago office located at 329 West 18<sup>th</sup> Street Suite 400, Chicago, Illinois 60616. Mr. O'Malley has been with Redflex for four years overseeing the City of Chicago.

Mr. O'Malley has over 25 years in specialty construction industry and has the following professional licenses and certification:

- Licensed Engineer
- Registered Environmental Property Assessor (REPA)
- Certificate Environmental Compliance Manager (CECM)
- Certified Environmental Inspector (CEI)
- Licensed Asbestos Inspector, Illinois Department of Public Health and Indiana Department of Environmental Management
- Licensed Supervisor, Project Manager, Asbestos Worker, Illinois Department of Public Health and Indiana Department of Environmental Management
- Certified 40-Hazardous Waste Operations and Emergency Response
- Certified Lead Inspection and Abatement OSHA 1910.10 HUD

The Customer Services Representative for the City will be based out of Illinois. This individual will function as the Project Manager. His duties will include:

- Functioning as a coordinator between our staff and the City's staff.
- Working with the City's Project Manager to plan all Project activities and tasks.

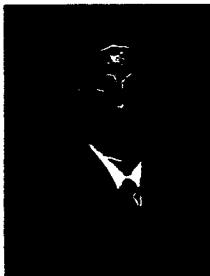


**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



- Meeting on-site with the City's Project Manager as frequently as deemed necessary by the City, at no additional cost to the City, to report on the status of the program and resolve outstanding issues.
- Acting as our point of contact for all matters relating to the Program.
- Facilitating meetings between the City and Redflex, when scheduled or requested.
- Ensuring the City's Project Manager or designee receive necessary information through regular and called meetings, written documentation, and formal and informal communications.
- Promptly responding when contacted by the City's Project Manager.

**Regional Operations Manager**



**Gregory Furman**, Regional Operations Manager has over eleven years experience as an operations manager, particularly with fast paced customer service environments. As Regional Operations Manager, Mr. Furman is responsible for supervision and productivity for Redflex Traffic Systems photo traffic violation processing in Chicago, IL.

He is also responsible for work flow evaluation and redesign as needed, and development or redevelopment of processing and staffing strategies, positioning the company competitively, meeting corporate objectives and achieving contractual obligations to meet business goals. He is also responsible for Office Management of the Chicago office.

Mr. Furman handles customer complaints/escalation of issues caused by operational deficiencies. He manages workload and resource allocation to ensure all deadlines for processing are met. Mr. Furman provides regular status reporting with performance metrics.

Mr. Furman has a Bachelors of Science in Aviation Management from Southern Illinois University.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**Technician Supervisor**



**Mr. Antonio Delgado**, Technician Supervisor has over 10 years of project management experience. He currently supervises a team of field technicians with the installation, maintenance, testing, troubleshooting, and repair of digital photo enforcement/traffic systems in the field.

Mr. Delgado is responsible for scheduling and coordinating installation support and service operations. He also ensures compliance to customer contract specifications and company requirements. His duties include but not limit to the following:

- Management of technical team to ensure proactive routine deadlines are met while keeping active equipment above contractual requirements.
- Work with National Maintenance Operations Center to assure dispatch efficiencies.
- Run daily checks of enforcement systems to confirm operations and schedule technicians as equipment dictates.
- Assist construction manager with contractor and city engineers to ensure proper installation and maintenance of enforcement systems.
- Troubleshoot electrical and electronic systems as well as computer hardware/software issues.
- Maintain preventative maintenance program, adapt procedures to match equipment demands as technology evolves.
- Provide regular status reports detailing performance of equipment inclusive of operation time and issuance rate.
- Manage to appropriate expense, headcount, hours, and overtime budgets.
- Track inventory; provide a monthly report detailing the status of on hand levels and movement of parts used.
- Constant evaluation of technical staff, provide training as required.

Mr. Delgado has a Master of Business Administration (MBA) from Keller Graduate School of Management.

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



---

### **Construction Manager**

**Mr. Joshua Brown**, Construction Manager has many years of experience with high profile project particularly dealing with the Department of Transportation in Illinois, Arizona, New Mexico, and California.

As construction manager he oversees construction activities to ensure timelines are met while maintaining the quality needed for successful implementation of photo enforcement equipment. His duties and responsibilities include but are not limited to:

- Working with contractor and city engineers to ensure proper installation of enforcement systems, meeting ADA requirements and municipality specific codes.
- Completing onsite surveys to provide drafting personnel the necessary details to prepare print submittals; equipment placement, utility locations.
- Managing drafting personnel; confirms prints to be accurate and completed in a timely manner.
- Setting construction schedules and project timelines.
- Providing regular status reports detailing ongoing construction inclusive of labor and material costs.
- Performing periodic inspections of ongoing construction to confirm quality of work, adherence to DOT requirements and timelines being met.
- Resolving issues regarding utility conflicts; set onsite meetings or print review.
- Assisting contractor in securing necessary permits for construction.
- Keeping open channels of communication between DOT, municipalities and contractor.
- Coordinating with utilities to provide system power and communications.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**Project Manager**



**Joe Bernard**, Project Manager has been with Redflex for more than 10 years and has extensive experience in project management, operations, and city personnel training. Bernard has aided in the successful implementation of programs in more than 100 cities nationwide. In particular, he has been instrumental in with the City of Chicago's project management since the programs inception.

He will continue to provide support in directing and coordinating all activities related to technology implementation, including project plan development, timelines and goal specification, staffing and scheduling, contingency plan development, and resource allocation.

Bernard holds a Bachelor of Arts degree and is currently pursuing a master's degree in Project Management.

**Redflex Photo Enforcement Profile:**

- Helped implement over 100 municipal photo enforcement programs
- Supervised operations for a staff of more than 20 Redflex employees
- Acted as project manager for cities across 17 states

**Customer Software Integration Specialist**



**Michael Schmidt** Customer Software Integration Specialist has many years of experience working with complex integrations of over 100 cities. Specifically, Mr. Schmidt has worked on the City of Chicago's interface requirements since the inception of its program.

Mr. Schmidt has 25 years of experience in IT and data processing, with an emphasis on project management and customer integration.

**Customer Help Desk Supervisor**



**Jaime Snodgrass** came to Redflex in July of 2001 as an Operations Associate and was quickly promoted to Operations Lead. In May of 2004, he was selected to develop the Customer Help Desk for the company. He now leads a staff of four full-time employees who provide 95 hours per week coverage for our customers. Mr. Snodgrass was responsible for implementing the Redflex internal tracking system used by all staff to report and track all issues, enhancements and work orders to completion.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



Mr. Snodgrass has been a part of the Chicago team since the inception of the program in 2003. He has been invaluable making sure that all work orders are tracked and that Redflex meets our goals in our response to the City of Chicago. Mr. Snodgrass will continue to be part of this team and provide the City of Chicago with exceptional service.

**Additional Resources**



**Tony Parrino** had over 20 years of USAF training and experience in the field of communications maintenance of electronics systems prior to joining Redflex Traffic Systems in 2001. Mr. Parrino holds an associate's degree in electronic systems technology from the Community College of the Air Force; a bachelor's degree in industrial technology from Southern Illinois University; and a master's degree in post-secondary education from the University of Nevada, Las Vegas.

During his five years with Redflex, Mr. Parrino served as an installation and maintenance technician and supervisor before assuming his current position as Technical Training Manager. His experience with Redflex includes managing the Chicago pilot program.

**Database Administration & LAN Specialist**

**Darcy Person** joined the Redflex staff in February 2001. She monitors all production batch file transfers to ensure successful transmission of data to and from the city system, and to and from various DMV agencies to retrieve DMV registration data (when applicable). In addition, she performs ad-hoc query functions to support both internal and external Redflex customers. Ms. Person has an extensive background in SQL (structured query language) and provides rapid turnaround to information requests for customers all over the country. Prior to her Redflex career, Person worked for the United States Geological Survey as a computer specialist. She holds a Bachelor of Arts degree from Santa Clara University and has completed graduate coursework at the College of William and Mary.

**Director of Technology**

**Charlie Carpinteri**, Director of Technology, is responsible for Redflex Engineering, Software Development and Information Technology for the North American operations.

Carpinteri holds a Bachelor degree in Electronic and Electrical Engineering from Swinburne Institute of Technology in Australia and has pursued other courses specifically in the software development fields. He has been with the Redflex for more than 8 years.

Over the years he has worked on the company's first digital camera and digital mobile speed enforcement vehicle, as well as other high profile projects the US such as the first freeway based automated speed enforcement system established in the US.

**Redflex Photo Enforcement Profile:**

- Industry first integrated Digital Camera
- Industry first Digital Mobile Speed Enforcement system in US (NASCOPI)
- Live Streaming Video Interface



**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



- Toll camera system on Sydney Harbor Bridge
- First US Freeway Speed Camera System

**Local Customer Service & Technical Support**

In addition to the resources outlined above, Redflex has a substantial local presence, which will be responsible for citizen support & outreach and will be the central location for our dedicated technical team, processing team and project management resources. With over a dozen resources on the ground in the Chicago area already, and the local Redflex processing center opening soon within the City of Chicago's city limits, Redflex will have dozens of resources available to the City and will be uniquely positioned to provide robust local support including citation processing.



Redflex makes our resources available to our business partners, and the City will not only have direct access to our Program Manager and Director, Construction Manager, CSR, Help Desk, Operations Manager, and Technicians, but you will find that the City will have access all the way through our Executive Management Levels, including our President & CEO Karen Finley.

**Local Subcontractor Team**

The following is a list of local subcontractors that will be part of the team responsible for providing the City of Chicago with the Red Light Photo Enforcement Program (refer to the end of this Tab for detailed company profile and resumes for subcontractors):

**Milhouse Engineering:** Assist with drafting responsibilities & construction management.

- Wilbur Milhouse – Project oversight for Milhouse
- Joel Alberto – Drafting
- Wing Chan – Design assistance

**City Lights:** Electrical contractor handling either directly or indirectly all construction

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



- John Candeleria – Construction oversight
- Rich Paul – Foreman; manages field crews

**Electrical Resource Management:** Provide all construction materials to be used by City Lights are to be purchased through ERM

- Steve Davis – Owner
- Matt O'Brien – Vice President

**Evergreen Supply:** Supplier to Redflex of materials to be used in installs and construction

- Collen Karamer – President

**Additional MBE – non construction**


**We're Cleaning**

Will provide office cleaning services

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



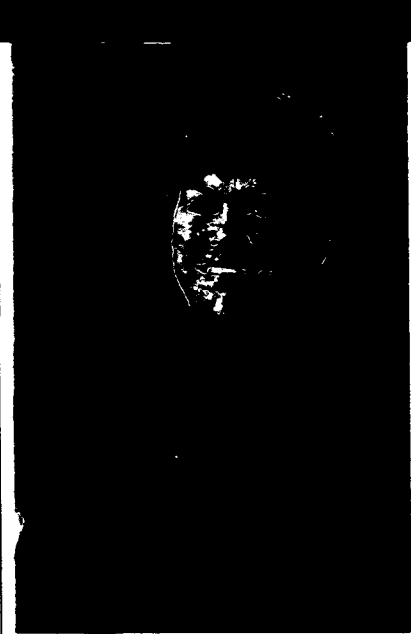
## Executive Team

| Biography   |  |
|---|--|
|  | <p><b>Karen Finley</b> is President and CEO of Redflex Traffic Systems, Inc. She started as the Director of Operations at Redflex in 1998, when the company had three U.S. contracts and only 30 employees. She has successfully ushered the business through an enormous expansion, in which it has grown to more than 250 employees, with revenues increasing over 15-fold. She was promoted to President/CEO in the spring of 2006 and continues to lead the company through its fast-paced growth.</p> <p>Before joining Redflex, Finley spent 20 years in the insurance industry. During her last six years in that industry, she worked for the Scottsdale Insurance Company in varying roles. Her last position with the company was as Director of Corporate Services, for which she oversaw 200 employees. While employed at the Scottsdale Insurance Company, Finley earned a bachelor's degree in business management from the University of Phoenix in 1998. She also completed a program at the Center for Creative Leadership in San Diego, California, and is currently pursuing a master's degree in finance at the University of Phoenix.</p> |

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



## Biography



**Jennifer Dwiggins** is the Director of Operations at Redflex Traffic Systems. A native of Georgia, Dwiggins earned a bachelor of science degree in computer information systems from Georgia State University in 1986.

Before joining Redflex, Dwiggins joined Verizon Data Services (formerly GTE Data Services) in 1990 as an Implementation Analyst and was promoted to Operations Manager in 1997.

Dwiggins joined Redflex Traffic Systems as Operations Manager in December 2003, when the company had 23 contracts and processed approximately 50,000 detections per month. Now, at over 110 contracts, her team processes more than 290,000 detections per month. Her team has grown from 18 employees to nearly 80 since she joined Redflex.

Dwiggins has streamlined a variety of processes at Redflex Traffic Systems, defined automation that has significantly improved quality, and implemented many processing efficiencies that have reduced the time to process a violation and turn it into a citation. The Redflex team is currently averaging fewer than seven days to mail citations from the time of the violation

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## Biography



**Aaron Rosenberg, Ph.D.**, has responsibility for North and South American sales and business development for Redflex Traffic Systems, the largest provider of photo enforcement programs in the United States. He is also widely recognized as an expert in the photo enforcement industry and is actively sought after for public speaking engagements by industry groups, consortia, and legislative hearings.

Prior to joining Redflex, Rosenberg held leadership roles at VerticalNet, Netgateway, Price Waterhouse, Coopers & Lybrand, and PriceWaterhouseCoopers Global Consulting Practices.

As a senior executive at Netgateway and VerticalNet, Rosenberg was pivotal in the successful execution of each company's respective initial public offering (IPO). During his tenure in management consulting, he gained extensive management, business development and sales experience while working with Global 2000 corporations. Rosenberg holds a bachelor's degree from the University of California; two master's degrees; and a doctorate in industrial sciences from Pepperdine and CSPP, respectively.

### Redflex Photo Enforcement Profile:

- Originated over eighty municipal photo enforcement programs
- Testified in five state legislative hearings to enact photo enforcement legislation



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## Biography



**Cristina Weekes**, Vice President of Marketing has over 20 years experience in marketing strategy with Fortune 500 companies. Her most recent seven years of experience she was the Principal/Owner of Strategic Marketing Resources, Inc.

Her client roster included bio-technology, VoIP, business to business services, and consumer packaged goods firms. Prior to starting her own business, she held the position of Vice President of a management group for Hick, Muse, Tate, and Furst venture capital firm out of Dallas, Texas.

In her role at Redflex, Ms. Weekes is responsible for marketing strategy, community outreach/public relations, market-driven product development, and government relations.

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## Biography



**Rob Feiler** is currently director of all technical field operations for Redflex Traffic Systems in North America. His team manufactures, warehouses, engineers, constructs, and maintains over 700 systems in more than 100 cities across the United States.

Feiler's operation is headquartered in Scottsdale, Arizona, where the main manufacturing, warehouse, and network operations center is located. Regional offices are located in Culver City, California; Chicago, Illinois; and Dallas, Texas.

Feiler has been with Redflex since 2005, when he initially developed, organized, and led the national maintenance department. Since that time he has assumed responsibility for all field engineering and construction efforts nationwide, as well as for the main manufacturing/ warehousing facility in Scottsdale, Arizona.

Previously, Feiler held progressively expansive leadership roles at Verizon in New York and New Jersey. In his last assignment as the Director of Network Operations, he was responsible for Northern New Jersey, 750 employees, and a \$50 million operating budget. Prior to that, he had assignments in engineering, planning, construction, operations, and customer service.

Feiler holds a master's degree in business administration from Adelphi University and a bachelor's degree in electrical engineering from City College of New York.



**FIRM OVERVIEW** Established 2001, Milhouse Engineering & Construction, Inc. is committed to serving the Architecture, Civil Engineering, Mechanical-Electrical-Plumbing/Fire Protection Engineering and Construction Engineering communities in the Midwest Region.

Our firm's goal is to provide excellent service through high quality work performed with integrity. While drawing upon our talents and experience; we strive to foresee our clients' needs.

Currently, we staff over forty (40) professionals and have established a proven track record of high performance and reliability for the services we offer to our clients.

**CLIENT** City of Chicago  
**PORTFOLIO** • Department of Aviation  
**(SNAPSHOT)** • Department of Sewers  
• Department of Transportation  
• Department of Water Management

Illinois Department of Transportation  
Illinois State Toll Highway Authority  
Metropolitan Water Reclamation District of Greater Chicago (MWRD)  
Public Building Commission (PBC)  
University of Chicago  
Chicago Public Schools  
Chicago State University

**PROFESSIONAL SERVICES** Milhouse Engineering & Construction, Inc. (Milhouse) provides a diverse portfolio of quality architecture and engineering consulting services. Included are; Architecture, Civil Engineering, Construction Engineering, Mechanical-Electrical-Plumbing/Fire Protection Engineering. Milhouse professionals are highly experienced in the markets of architecture, site civil, transportation, mechanical-electrical-plumbing/fire protection, waste & waterwaste, as well as, pre-construction, post construction & quality control services. Additionally, our firm has consistently and effectively managed projects from start to finish with success. Below highlights an extensive list of Milhouse services.



## PROFESSIONAL SERVICES

### ARCHITECTURE

LEED Accredited Professional Design

- Preliminary Design
- Schematic Design
- Design Development
- Construction Documentation
- Construction Administration

Feasibility Analysis  
Physical Assessments  
Program Development  
Project Development

### CIVIL ENGINEERING

#### SITE CIVIL

- Grading
- Drainage
- Storm Water Detention Design
- Utilities
- Traffic Control Design
- ADA Ramp Design
- Erosion Control

#### TRANSPORTATION

- Traffic Engineering Studies & Planning
- Roadway Design
- Area Drainage Studies
- Roadway Drainage
- Utilities
- Parking Studies & Parking Lot Design

### MECHANICAL-ELECTRICAL-PLUMBING/ FIRE PROTECTION ENGINEERING

#### MECHANICAL-ELECTRICAL-PLUMBING/FIRE PROTECTION

- Building Systems
- Commissioning
- Renewable Energy
- Sustainable
- Code Review

#### WASTE & WASTEWATER

- Process Design
- Process Control System Design
- SCADA and Telemetry Systems Design
- Screening Systems
- Conveying Systems
- Pumping Systems
- Classified Area Design
- Methane Gas Systems
- Major Apparatus Design  
(Blower Systems, Thickening, Filtration)

### CONSTRUCTION ENGINEERING

#### PRE-CONSTRUCTION

- Construction Documentation Review
- Construction Estimating
- Project Schedule Preparation

#### CONSTRUCTION

- Roadways
- Site Civil
- Vertical Construction
- Process Systems
- Control & Telemetry Systems
- Major Equipment Medium & High Voltage Systems

#### POST CONSTRUCTION

- Record Drawings
- Operation and Maintenance
- Manuals/Warranties
- QA/QC Plan(s)
- Materials Testing in the Field

## **CITY LIGHTS, LTD.**



9993 Virginia Avenue  
Chicago Ridge, IL 60415

Phone: 773-626-9162

Fax: 773-626-5415 or 773-626-8310

August 21, 2007

**Re: Digital Automated Red Light Enforcement Program  
City of Chicago Specification #57755**

To Whom It May Concern:

I would like to take this opportunity to introduce **City Lights, Ltd.** We are a certified minority, union electrical contractor that was established in 1992. We specialize in industrial and commercial work and have assembled a team of managers, consultants and field personnel that collectively have over one hundred years of construction experience.

Our Mission is to be an industry-leading contractor driven by a commitment and genuine caring for the needs of our clients, our people, and our society. City Lights, Ltd. is dedicated to providing safe and excellent services to clients and fellow employees by conforming to clearly defined, agreed upon requirements with Quality and Safety every time we do business.

Our work experience includes the installation of traffic signals, changeable message signs, closed circuit television systems, highway advisory radios, and weather sensors, as well as, lighting for highways, airports, roadways, parking lots, commercial buildings, and subdivisions. We have performed work for many state, county and local departments of transportation; including the City of Chicago; CTA; Cook County; METRA, and Commonwealth Edison. Our annual sales average \$17 million and we currently employ over 75 people.

We have diverse experience in furnishing, installing and maintaining all types of lighting, signs and traffic control equipment. We also have the capability of doing all underground conduit, cable and fiber-optic installations without subcontractors.



## **CITY LIGHTS, LTD.**



9993 Virginia Avenue  
Chicago Ridge, IL 60415  
Phone: 773-626-9162  
Fax: 773-626-5415 or 773-626-8310

---

### ***Company Profile***

Juan Candelaria, President, born January 13, 1939 is sole owner of City Lights, Ltd.

Date of Incorporation: May 20, 1992 in the State of Illinois

City Lights, Ltd., is a Sub. S. Corporation

Contractor's License Number: C92334 in the State of Illinois

State Unemployment Insurance Number: 2122251

Federal ID Number: 36-3835589

City Lights, Ltd. is a Certified Minority Contractor with the following agencies:

- IDOT, CDOT, CTA, Cook County, City of Chicago, Metra, Metropolitan Water Reclamation District.

City Lights, Ltd., currently employees:

- 14 Home Office Workers.
- 2 Field Supervisors.
- 45 Trades people.

City Lights, Ltd. is a Trade Associated Member of:

- City Club of Chicago
- Illinois Road and Transportation Builders Association
- H.A.C.I.A.

City Lights, Ltd., has Signatory Union Agreements with the following locals:

- IBEW-9
- IBEW-134
- Operating Engineers - 150
- IBEW-176
- IBEW-701

City Lights, Ltd.'s, largest contract completed was \$20,000,000.00 in 2006 for the City of Chicago's Bureau of Electricity JOC Contract.

**August 21, 2007**

**Page Two**

**City Lights, Ltd.** has earned a reputation of doing a quality job and finishing on time which has resulted in achieving following prestigious awards:

**2001 *Minority Construction Firm of the Year*** - CTA Redline Project - \$4.5-Million  
Chicago Minority Enterprise Development Council

**2001 *Subcontractor of the Year*** - Stevenson Expressway - \$2.0-Million  
Illinois Department of Transportation

**2002 *Minority Traffic Signal Contractor of the Year*** – Western Ave. Interconnect -  
\$3.05-Million  
City of Chicago Department of Transportation

**2002 *Minority Sub-Contractor of the Year*** – North/South Transfer Tunnel - \$500,000  
City of Chicago Department of Transportation

**2004 *Outstanding Traffic Contractor*** – Cicero Avenue Corridor - \$2.2-Million  
City of Chicago Department of Transportation

**2004 *ASA Safety Award*** for continuing efforts in maintaining on exemplary safety  
program.

Please feel free to contact me if you have any questions or concerns. We look forward to our future business endeavors.

Sincerely,

**CITY LIGHTS, LTD.**

Juan Candelaria  
President

Enclosures

**City Lights, Ltd.**  
**August 21, 2007**  
**Company Profile**  
**Page Three**

**Major Business Contractors:**

- Bigane Paving Company  
 935 West Chestnut Street/Suite 203  
 Chicago, IL 60622  
 312-738-0600
- JC Decaux LLC  
 3959 S. Morgan Street  
 Chicago, IL 60609  
 312-456-2990
- City of Chicago  
 Bureau of Electricity  
 2451 S. Ashland Avenue  
 Chicago, IL 60608  
 312-746-4058
- F. H. Paschen/SN Nielsen  
 8725 West Higgins Road/Suite 200  
 Chicago, IL 60631  
 773-444-3474

**Workmen's Compensation Experience Modification Rate:**

2006 / .99  
 2005 / .99  
 2004 / .99  
 2003 / .99  
 2002 / .77  
 2001 / .81  
 2000 / .78

**OSHA Information:**

|                          | 2002    | 2003    | 2004    | 2005   | 2006    |
|--------------------------|---------|---------|---------|--------|---------|
| Fatalities               | 0       | 0       | 0       | 0      | 0       |
| Total Recordable Cases   | 3       | 2       | 2       | 2      | 0       |
| Total Lost Workday Cases | 1       | 2       | 0       | 2      | 0       |
| Total Workdays Lost      | 35      | 55      | 0       | 124    | 0       |
|                          |         |         |         |        |         |
| Total Hours Worked       | 117,790 | 114,108 | 138,508 | 99,878 | 108,770 |

Where There's a Will, There's a Way.



The Will Group is a company built on a foundation of integrity. We are committed to being a world leader by providing complete industry solutions for our customers. Our professional and dedicated staff consists of quality people focused on establishing long-term relationships with manufacturers, customers, and business partners. The Will Group is the parent company of six entities in construction and related industries.

Electrical Resource Management, Inc. (ERM), founded in 1986, is a manufacturer, supplier, and contractor of electrical equipment and security installations. ERM also combines the design and the installation for complete turnkey projects. ERM has been involved in major projects with IDOT, ISTHA, City of Chicago, Chicago Housing Authority, Ford Motor Company, Kraft Foods, and sports lighting for Wheaton College.

The Will Group program management team performs all services required to manage and administer the design and construction of a project. Services include pre-construction activities, construction activities, turnover, and project close-out.

Whether we are participating as a construction manager/owner's representative or a program/project manager we will work closely with you to identify and set objectives. Our dedication to professionalism, quality workmanship, and custom designed practical solutions to diverse challenges help maintain controlled results with extreme sensitivities to financial and time budgets, while maintaining owner flexibility.

Because of our in-house experience in managing the design elements of a project, coupled with our field expertise, Mavis Construction is well prepared to meet your company's construction needs. Currently, our team is managing the design and construction of \$151 million federally funded housing project for the city of Chicago consisting of 17 buildings and 3,030 units.

Our latest addition, Willson Design, is comprised of transportation and engineering professionals comprising a wealth of knowledge and experience in the planning and design of regional and local facilities including transit, airports, water, traffic and lighting systems. These professionals are well versed in the standards and codes for each area and have the proven capability to bring your projects to design within your time frame and budget.

Our well respected, in-house talent of engineers, design/construction professionals, and project executives act as an extension of our clients to ensure a program delivery system that takes advantage of technology and limits inefficiencies that result in a satisfied client and a successful project from start to finish.

In addition, we are currently working on a plan to include e-commerce into our future business model. Our goal is to be on the forefront of today's technology in order to provide our channel partners with more efficient and cost effective ways to transact business.

*Lighting Solutions of Illinois (LSI)*

*Electrical Resource Management (ERM)*

*Mavis Construction and Management*

*SAZ Development*

*Will-Tidy Enterprises*

*Willson Design*



*Stephen L. Davis*

703 Childs Street  
Wheaton, Illinois 60187  
630.462.0230  
fax 630.462.9077

205 West Randolph  
Suite 1801  
Chicago, Illinois 60606  
312.263.4660  
fax 312.263.6455

## Our Clients

|                                       |   |
|---------------------------------------|---|
| City of Chicago                       | City of Naperville  |
| Chicago Housing Authority             | City of North Chicago   |
| Chicago Transit Authority             | City of Wheaton   |
| Chicago Park District                 | City of Wheeling  |
| Illinois Department of Transportation | City of West Chicago  |
| Illinois Toll Authority               | Village of Antioch  |
| Inland Steel                          | Village of Lincolnshire   |
| FAA                                   | Village of Winnetka   |
| Ford Motor Company                    | U.S. Steel  |
| City of Aurora                        | Metropolitan Water Reclamation of<br>Greater Chicago                  |
| City of Downers Grove                 | And many more municipalities,<br>governments, and industrial accounts |
| City of Elmhurst                      |   |
| City of Gary                          |   |

The Will Group specializes in offering high quality, select manufacturers.

### GE Lighting Systems

Area, flood, roadway, indoor and  
hazardous location lighting products



GE Lighting Systems, Inc.

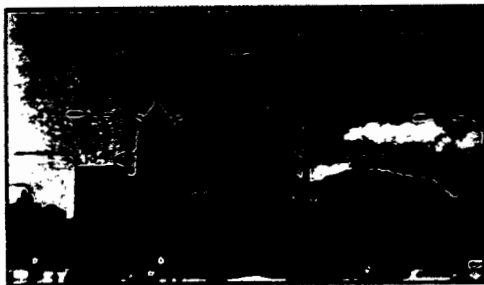
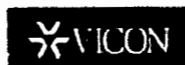
### Valmont Industries

Steel poles and structures for roadway  
lighting, sports lighting and traffic  
structures

**valmont**

### Vicon

A world leader in digital video  
communication systems



Lake Shore Drive Project

## Contacts

**Stephen L. Davis**  
President  
steve@thewillgroup.com

**Matthew W. O'Brien**  
Vice-President  
matt@thewillgroup.com

**Zeb McLaurin**  
Principal  
zeb@thewillgroup.com

**Mark Anderson**  
Project Manager  
mark@thewillgroup.com

**Pam Anthony**  
Financial Advisor  
pam@thewillgroup.com

**Lynda M. Currie**  
Sales Support  
lynda@thewillgroup.com

**Yolana Giacomelli**  
Sales Support  
yolana@thewillgroup.com

**Anthony Hamilton**  
Senior Project Manager  
anthony@thewillgroup.com

**Gregory S. Johnson, Jr.**  
Project Manager  
scott@thewillgroup.com

**Deb Karlinks**  
Sales Support  
deb@thewillgroup.com

**Sheldon Kirshner**  
Senior Project Manager, P.E.  
sheldon@thewillgroup.com

**Lawrence Leftwich**  
Distribution

**Dwain Lewey**  
Senior Project Manager  
dwain@thewillgroup.com

**Lakei Palmer**  
Sales Support  
lakei@thewillgroup.com

**Joe Siddens**  
Senior Project Manager  
joe@thewillgroup.com

**Roderick M. Young**  
Project Manager  
rod@thewillgroup.com





Patt Gallagher started Evergreen Supply Co. in 1986, in the basement of her home in Oak Forest, Illinois. Her innovative and customer-focused approach to selling electrical supplies has led to such success that Evergreen Supply Co. now occupies a 19,000 square foot facility, employs a staff of 29 and has annual sales in excess of \$15 million.

Evergreen Supply Co. was the first female-owned electrical supply firm in the Chigagoland area, and is considered one of the top woman-owned companies in Illinois.

In 1995, Patt also launched Everlights, a lamp and ballast recycling company, so that she could offer a total lighting solution to her clientele and protect the environment at the same time. Visit Everlights at <http://www.Everlights.com> to learn more about our convenient recycling programs.

Evergreen Supply Co. and it's experienced staff look forward to serving your needs and making your next job a profitable and pleasant experience



## Experts in High-Rise Office Building Cleaning



## ABOUT US

We're Cleaning Inc., founded in 1985, has established itself as a leader in the building services industry providing national cleaning services that range from the floors on the inside to the walls on the outside and everything in between. If it needs cleaning, We're Cleaning!

We're Cleaning, Inc., provides customized maintenance and janitorial services that are tailored to fit the specialized needs of our clients. WCI provides complete interior and exterior cleaning services, and we are flexible enough to work with the client's existing maintenance program.

Our client list includes government, industrial, commercial and the private sector facilities. We're Cleaning, Inc. is fully insured and bonded.

Integrated Facilities Management Solutions  
<Gold Star Security> <Stadium Seat Trash Bags>

### Affiliations

- National Executive Housekeeping Association
- National Association of Women's Business Owners
- Local Union Affiliation
- Rainbow PUSH Trade Bureau

A Certified Minority- and Woman-Owned Businesses  
(MBE / WBE) Disadvantaged Business Enterprise (DBE)

**We're Cleaning, Inc.**  
2628 S. Wabash Ave., Suite 200  
Chicago, IL 60616-2825  
312-949-9960 (Phone) \* 312-949-9961 (Fax)  
[www.WereCleaning.com](http://www.WereCleaning.com) \* [wcicleaning@sbcglobal.net](mailto:wcicleaning@sbcglobal.net)



### **MBE / WBE STATUS**

We're Cleaning Inc. is a certified minority- and woman-owned businesses.

Our certifications include the following:

**City of Chicago**

End: 1 November 2007

Type: M/WBE and DBE

**SDB (U.S. Small Business Administration)**

Start: 3 June 1997

End: 3 June 2009

Type: Small Disadvantaged Business (SDB)

**Greater Water Reclamation District of Chicago**

Start: 14 April 2005

End: 1 October 2006

Type: MBE

**State of Illinois (CMS)**

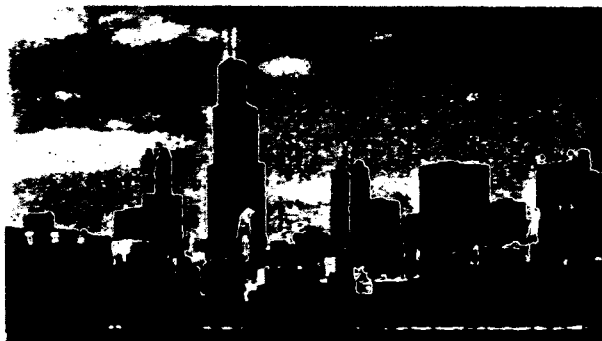
Start: 20 June 2005

End: 20 June 2007

**We're Cleaning, Inc.**  
2628 S. Wabash Ave., Suite 200  
Chicago, IL 60616-2825  
312-949-9960 (Phone) \* 312-949-9961 (Fax)  
[www.WereCleaning.com](http://www.WereCleaning.com) \* [wcicleaning@sbcglobal.net](mailto:wcicleaning@sbcglobal.net)



**Experts in High-Rise Office Building Cleaning**



## **CONTACT US**

### **Contact Information**

**We're Cleaning, Inc**  
2628 S. Wabash Ave., Suite 200  
Chicago, IL 60616-2825  
312-949-9960 (Phone)  
312-949-9961 (Fax)  
[www.WereCleaning.com](http://www.WereCleaning.com)  
[WCcleaning@SBCglobal.net](mailto:WCcleaning@SBCglobal.net)

### **Key Staff**

**Yvonne McGinnis**  
CEO & President

**Don Gibson**  
Comptroller

### **Business Hours**

8:30 am to 5:00 pm (Monday to Friday)  
Central Time - USA

### **Emergency Phone** (24 Hours)

312-656-2221

**We're Cleaning, Inc.**  
2628 S. Wabash Ave., Suite 200  
Chicago, IL 60616-2825  
312-949-9960 (Phone) \* 312-949-9961 (Fax)  
[www.WereCleaning.com](http://www.WereCleaning.com) \* [wcicleaning@sbcglobal.net](mailto:wcicleaning@sbcglobal.net)



## WHY US

There are several excellent reasons to use We're Cleaning for your custodial service needs, to include:

- **Experience.** Our company has over 21 years of experience in the custodial services area.
- **Performance Standards.** All services performed by We're Cleaning, Inc. will be in accordance with Environmental Protection Agency (EPA), the U.S. Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety and Health (NIOSH) and the Department of Transportation (DOT).
- **Supplier Diversity.** Our company is the oldest minority- and woman-owned cleaning business in the Chicago area. You can help meet your client's supplier diversity goals by using us as your M/WBE supplier.
- **Fast Response.** We provide fast responses to our client's needs, sometimes as fast as 24 hours.
- **Difficult Jobs.** We can handle difficult jobs such as stadium cleanup, computer floors, golf courses, parks, and high-rise office building cleanings.
- **Bonding and Insurance.** Our company is fully bonded and insured in our areas of operation.
- **Capacity.** We can clean facilities up to 1 million plus square feet of space. For example we are able to able to clean Soldier's Field stadium in less than eight hours.

## CLIENTS

We're Cleaning, Inc. is proud of its clients and our long-term relationships with them. Below is a list of our current and past clients:

### Government

- Cook County Government (Illinois)
- Chicago Transit Authority (CTA)
- Chicago Park District (Soldier's Field – SMG Management)
- Federal Aviation Administration (FAA)
- Veterans Administration (VA) Medical Center
- Chicago Public Schools
- General Services Administration (GSA)
- City of Chicago – Midway Airport

### Corporate

- Seaway National Bank
- U.S. Equities Internationa
- AME Services
- Kemper Sport Management
- Jet System Services
- Ameritech Building – Hoffman Estates, IL

### Non-Profit

- Illinois Institute of Technology (IIT)

**We're Cleaning, Inc.**  
2628 S. Wabash Ave., Suite 200  
Chicago, IL 60616-2825  
312-949-9960 (Phone) \* 312-949-9961 (Fax)  
[www.WereCleaning.com](http://www.WereCleaning.com) \* [wcicleaning@sbcglobal.net](mailto:wcicleaning@sbcglobal.net)





## 5. OVERVIEW OF RESPONDENT'S PLAN FOR IMPLEMENTING DARLEP – INCLUDING TECHNICAL PLAN

Redflex is committed to utilizing City approved local contractors to aid in the construction and implementation of each system. Redflex will continue to provide extensive oversight and construction management during each step of the implementation. Construction efforts follow a comprehensive methodology and guide that has been tried, tested and proven effective for working with local sub-contractors and ensuring all project timelines are met.

Redflex has supported three (3) prior expansions of Chicago's enforcement program since the initial 20 systems that were installed in 2003. Redflex installed and maintained 20 additional systems in 2005. The program has grown on two subsequent periods since 2005; in 2006 - 20 systems were added and currently Redflex is installing the balance of an increase of 80 systems.

The privilege of partnering with Chicago in promoting safer driving the past four (4) years has allowed Redflex an understanding of both the process and staffing needs required to support the largest digital enforcement program in North America.

The plans to be detailed will include; expansion plans with an explanation of the install process, staffing of the operations team and expansion of the maintenance program & technical staff.

### A. PROJECT TIMELINE / INSTALLATION COMPLETION

To demonstrate our abilities to effectively coordinate and collaborate closely with the City, Redflex would like to commit to having all of the City's desired intersection approaches fully operational within 30 - 60 days of the Notice to Proceed. In City after City, we have proven to deploy programs of substantial magnitude in this period of time.

For the last year, Redflex has averaged approximately 25 new installations per month, with a peak capacity of over 40 new installations in one month. The following work plan schedule will outline the scope of services required and the tasks associated with completing the necessary services. Additionally, each task requiring city staff involvement has been **highlighted** for ease of review.

The following project implementation plan describes the installation of ten intersections:

| Task  | Duration       |
|---|----------------|
| <b>Project Plan</b>   | <b>137</b>     |
| Contract Signing (Estimated Contract Execution)   | 1 day          |
| <b>Approach Selections</b>  | <b>10 Days</b> |
| Intersection Listing Provided by OEMC   | 1 day          |
| OEMC Distributes Intersection List to CDOT & BOE - Cross Reference of Projects & Pending Construction | 9 Days         |
| Redflex Performs Intersection Analysis  | 5 days         |
| Listing of Constructible Intersections Provided to OEMC   | 1 day          |
| OEMC Makes Final Determination of Locations to Construct  | 2 days         |

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



| <b>Task</b>   | <b>Duration</b> |
|---|-----------------|
| <b>Utility Coordination</b>   | <b>75 days</b>  |
| Site Meet - OEMC, Milhouse Engineering, City Lights, BOE and Redflex  | 2 days          |
| Sketch of Intersection Detailing Placement of Enforcement Equipment - Redflex & Milhouse Engineering                | 3 days          |
| Transfer of Sketch Data to AutoCad - Milhouse Engineering   | 5 days          |
| Review of Prepared Drawings by Redflex Personnel  | 1 day           |
| Submittal of Drawings (DWG Format) to Office of Underground Coordination (OUC) for Utility Retrieval                | 1 day           |
| OUC Distributes Plans to Various Utility Divisions - Each Responds with Details of Existing Infrastructure          | 30 days         |
| Utility Information Received  | 1 day           |
| Transpose Utility Details to Proposed Intersection Design - Milhouse Engineering                                    | 5 days          |
| Re-submittal of Drawings to OUC, Including Utility Details  | 1 day           |
| OUC Distributes Drawings to Various Utility Divisions Seeking Approval for Construction                             | 30 days         |
| Utility Conflicts Resolved - Milhouse Engineering Coordinates Site Meets  | 1 day           |
| OUC Clearance Given - Approval for Construction Granted   | 1 day           |
| <b>Pre-Construction Measures</b>  | <b>5 days</b>   |
| Locates Called In - City Lights Ltd   | 1 day           |
| Intersection List Provided to Communications Provider   | 1 days          |
| Preconstruction Site Meet w/BOE, OEMC, City Lights, Milhouse Engineering & Redflex - Mark Equipment Locations       | 2 days          |
| Construction Materials Order Placed - Supplier is Electrical Resource Management                                    | 1 day           |
| Technical Supplies Order Placed - Supplier is Evergreen Supply  | 1 day           |
| <b>Construction - Intersection #1</b>   | <b>21 days</b>  |
| Place POTS (Phone) Order  | 1 day           |
| Install of Phone Line & DSL Conditioning  | 8 days          |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day           |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days          |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days          |
| Pull Conductors / Equipment Install   | 5 days          |
| BOE Provides Power & Phasing  | 1 day           |
| Install Enforcement Equipment - Cams & Computers  | 2 days          |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days          |
| 5 Day Test Period   | 5 days          |
| Advance Warning Signs Installed   | 1 day           |
| Activation of Systems - GO LIVE   | 1 day           |
| <b>Construction - Intersection #2</b>   | <b>21 days</b>  |
| Place POTS (Phone) Order  | 1 day           |
| Install of Phone Line & DSL Conditioning  | 8 days          |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day           |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days          |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days          |
| Pull Conductors / Equipment Install   | 5 days          |
| BOE Provides Power & Phasing  | 1 day           |
| Install Enforcement Equipment - Cams & Computers  | 2 days          |

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



| Task  | Duration       |
|---|----------------|
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #3</b>   | <b>21 days</b> |
| Place POTS (Phone) Order  | 1 day          |
| Install of Phone Line & DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days         |
| Pull Conductors / Equipment Install   | 5 days         |
| BOE Provides Power & Phasing  | 1 day          |
| Install Enforcement Equipment - Cams & Computers  | 2 days         |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #4</b>   | <b>21 days</b> |
| Place POTS (Phone) Order  | 1 day          |
| Install of Phone Line & DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days         |
| Pull Conductors / Equipment Install   | 5 days         |
| BOE Provides Power & Phasing  | 1 day          |
| Install Enforcement Equipment - Cams & Computers  | 2 days         |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #5</b>   | <b>21 days</b> |
| Place POTS (Phone) Order  | 1 day          |
| Install of Phone Line & DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days         |
| Pull Conductors / Equipment Install   | 5 days         |
| BOE Provides Power & Phasing  | 1 day          |
| Install Enforcement Equipment - Cams & Computers  | 2 days         |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #6</b>   | <b>21 days</b> |



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



| Task  | Duration       |
|---|----------------|
| Place POTS (Phone) Order - Install of Phone Line  | 1 day          |
| DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days         |
| Pull Conductors / Equipment Install   | 5 days         |
| BOE Provides Power & Phasing  | 1 day          |
| Install Enforcement Equipment - Cams & Computers  | 2 days         |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #7</b>   | <b>21 days</b> |
| Place POTS (Phone) Order - Install of Phone Line  | 1 day          |
| DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days         |
| Pull Conductors / Equipment Install   | 5 days         |
| BOE Provides Power & Phasing  | 1 day          |
| Install Enforcement Equipment - Cams & Computers  | 2 days         |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #8</b>   | <b>21 days</b> |
| Place POTS (Phone) Order - Install of Phone Line  | 1 day          |
| DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days         |
| Pull Conductors / Equipment Install   | 5 days         |
| BOE Provides Power & Phasing  | 1 day          |
| Install Enforcement Equipment - Cams & Computers  | 2 days         |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days         |
| 5 Day Test Period   | 5 days         |
| Advance Warning Signs Installed   | 1 day          |
| Activation of Systems - GO LIVE   | 1 day          |
| <b>Construction - Intersection #9</b>   | <b>21 days</b> |
| Place POTS (Phone) Order - Install of Phone Line  | 1 day          |
| DSL Conditioning  | 8 days         |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day          |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days         |

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



| <b>Task</b>   | <b>Duration</b> |
|---|-----------------|
| Modem Install - Obtain Static Ips and Configure Device  | 1 days          |
| Pull Conductors / Equipment Install   | 5 days          |
| BOE Provides Power & Phasing  | 1 day           |
| Install Enforcement Equipment - Cams & Computers  | 2 days          |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days          |
| 5 Day Test Period   | 5 days          |
| Advance Warning Signs Installed   | 1 day           |
| Activation of Systems - GO LIVE   | 1 day           |
| <b>Construction - Intersection #10</b>  | <b>21 days</b>  |
| Place POTS (Phone) Order - Install of Phone Line  | 1 day           |
| DSL Conditioning  | 8 days          |
| Ground Break / Sidewalk Removal - Completed by City Lights Ltd  | 1 day           |
| Underground Work - Directional Boring/Install Conduits, Construct-Dig Foundations & Install Loops (City Lights Ltd) | 6 days          |
| Modem Install - Obtain Static Ips and Configure Device  | 1 days          |
| Pull Conductors / Equipment Install   | 5 days          |
| BOE Provides Power & Phasing  | 1 day           |
| Install Enforcement Equipment - Cams & Computers  | 2 days          |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)  | 4 days          |
| 5 Day Test Period   | 5 days          |
| Advance Warning Signs Installed   | 1 day           |
| Activation of Systems - GO LIVE   | 1 day           |
| <b>Notifications</b>  | <b>3 days</b>   |
| Redflex Forwards Address Data to City Departments; OEMC, Revenue and Administrative Hearings                        | 1 day           |
| OEMC Mails Aldermanic Notifications - Alerting the Alderman of the Enforcement Site in Their Ward                   | 1 day           |
| Redflex Notifies Chicago Departments of System Activation; Revenue, Administrative Hearings and BOE                 | 1 day           |
| <b>Software &amp; Back Office Customization - Smartops</b>  | <b>25 days</b>  |
| Schedule Meeting with Software Developer to Submit Requirements   | 1 day           |
| Requirements Submitted to Software Developer  | 1 day           |
| Obtain Sign-Off From Software Developer   | 1 day           |
| Advise Developer of Forecasted Go Live Date   | 1 day           |
| Develop, Test & Implement Back Office   | 20 days         |
| Generate Reports from WebOps  | 2 days          |
| Provide Access to Police, Court and City Personnel to WebOps  | 1 day           |
| Implement into Production   | 1 day           |
| Project Hand-Over to Production   | 1 day           |
| Schedule Meeting With Ops Manager & PSA   | 1 day           |
| Submit Processing Requirements for Production   | 1 day           |
| Obtain Sign-Off From Ops Manager  | 1 day           |
| Police Personnel Training   | 5 days          |
| Prepare Training Agenda and Documentation   | 2 days          |
| Conduct Training  | 2 days          |
| Submit Training Certificates  | 1 day           |



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



### Install Projections

An install plan has been included to provide the basis for Redflex's support to the expansion of Chicago's red light enforcement program. Based on our understanding the number of systems to be added is dictated by budgetary allotments, meaning the terms of the contract are **UP TO** 220 intersections. Redflex's staffing strategies are based on the number of active systems, not potential growth each year. Redflex Traffic Systems will be supporting 140 enforcement systems by the close of 2007.

Sample Expansion Plan – 2008 through 2012

| Month           | 2008          |               | 2009          |               | 2010          |               |
|-----------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                 | Systems Added | Total Systems | Systems Added | Total Systems | Systems Added | Total Systems |
| January         | 0             | 140           | 0             | 228           | 0             | 316           |
| February        | 0             | 140           | 0             | 228           | 0             | 316           |
| March           | 0             | 140           | 0             | 228           | 0             | 316           |
| April           | 12            | 152           | 12            | 240           | 12            | 328           |
| May             | 12            | 164           | 12            | 252           | 12            | 340           |
| June            | 12            | 176           | 12            | 264           | 12            | 352           |
| July            | 12            | 188           | 12            | 276           | 12            | 364           |
| August          | 12            | 200           | 12            | 288           | 12            | 376           |
| September       | 12            | 212           | 12            | 300           | 12            | 388           |
| October         | 12            | 224           | 12            | 312           | 12            | 400           |
| November        | 4             | 228           | 4             | 316           | 4             | 404           |
| December        | 0             | 228           | 0             | 316           | 0             | 404           |
| Year End Totals | 88            | 228           | 88            | 316           | 88            | 404           |

| Month     | 2011          |               | 2012          |               |
|-----------|---------------|---------------|---------------|---------------|
|           | Systems Added | Total Systems | Systems Added | Total Systems |
| January   | 0             | 404           | 0             | 492           |
| February  | 0             | 404           | 0             | 492           |
| March     | 0             | 404           | 0             | 492           |
| April     | 12            | 416           | 12            | 504           |
| May       | 12            | 428           | 12            | 516           |
| June      | 12            | 440           | 12            | 528           |
| July      | 12            | 452           | 12            | 540           |
| August    | 12            | 464           | 12            | 552           |
| September | 12            | 476           | 12            | 564           |
| October   | 12            | 488           | 12            | 576           |
| November  | 4             | 492           | 4             | 580           |
| December  | 0             | 492           | 0             | 580           |

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



|                 |    |     |    |     |
|-----------------|----|-----|----|-----|
| Year End Totals | 88 | 492 | 88 | 580 |
|-----------------|----|-----|----|-----|

## **Support of the Install Process**

Redflex has successfully installed photo enforcement in Chicago since October of 2003. This experience has allowed Redflex to develop an installation process specific to Chicago's needs and requirements.

## **Selection Process**

The Office of Emergency Management and Communications provides Redflex a listing of intersections that have shown the highest volume of "T-Bone" crashes. These accidents are usually the result of a vehicle running a red light. A preliminary walk through is performed by a Redflex representative, generally the Construction Manager, to determine the viability for enforcement. Some of the items taken into consideration include; camera obstructions, confirming the signals meet MUTCD standards for line of sight, mast arms are present (modernization is not required), proper allotment of space for enforcement equipment, geographic proximity to active enforcement sites, coordination with Chicago Departments and accessibility to communications. Specific details of these criteria;

Camera Obstruction – the construction manager will confirm the camera placement will have no obstructions that would hinder enforcement of the approach. Items looked for include; trees, signs (street and business) and light post.

MUTCD (Manual on Uniform Traffic Control Devices) Standards – There are minimum requirements for sight distance of the traffic control displays, specific standards have been set for vehicle speeds. The more common speeds and distances for Chicago;

| Vehicle Speed | Minimum Sight Distance |
|---------------|------------------------|
| 25 mph        | 215 ft                 |
| 30 mph        | 270 ft                 |
| 35 mph        | 325 ft                 |
| 40 mph        | 390 ft                 |

Existing Signals – To be considered for enforcement an intersection must have in place mast arms with signal displays. Additionally, 3 displays for through movements and 2 for turning sequences must be present.

Placement of Equipment – The construction manager will verify no existing or planned infrastructure will prevent the installation of the enforcement equipment. Additionally, our solution does not include the any ADA compliance cost. Chicago minimum clearance is 48 inches. If this can not be met details including pictures will be sent to Mike Shaw of LCM Architects. LCM is currently assisting Chicago with its ADA compliance standards

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



**Proximity to Existing Sites** – The current policy put in place by OEMC requires a 7 block minimum radius of the cross streets in relation to an existing intersection. There are exceptions but are at the sole discretion of Chicago.

**Coordination with BOE & CDOT** – OEMC seeks out the construction schedules of both Departments. This is to confirm the signal modernization schedule (BOE) and streetscape projects (CDOT) planned. Also, BOE is met onsite to measure the voltage at each intersection. Low incoming power can cause technical issues. The intent is to plan out DARLEP installations in locations that will have minimal interruptions.

**Accessibility to Communications** – Each enforcement site is tied into a high speed internet connection; current vendors used are AT & T and Comcast. The construction manager will determine the nearest splice or connection point for communication access.

After completing the walk of the potential intersections a list of constructible locations is then given back to OEMC for final determination. Also provided to OEMC are the reasons intersections would have been found not constructible; information pertaining to what criteria was not met. OEMC then supplies Redflex the list of intersections to submit through utility coordination process, including alternates. The construction process begins for these locations.

### **Construction Process**

Redflex has partnered with several companies to complete the construction process. City Lights Ltd and Evergreen Supply have worked with Redflex on two prior contract amendments in delivering Chicago's DARLEP intersections. In addition to our existing partners, Redflex will work with Milhouse Engineering and Electrical Resource Management to meet the demands of the future expansion. All of these vendors have received MBE or WBE certification. The responsibilities of each company and details of the planned process;

#### **Redflex Partners**

**Milhouse Engineering** – Assist with drafting needs, utility coordination and construction management.

**City Lights Ltd** – Will complete the underground and construction processes. This is to include directional boring, putting conductors in place, forming & pouring of foundations, standing up enforcement housings and restoration work.

**Electrical Resource Management** – Supply construction materials. This is to include; conductors (wire & cable), fuses & fuse kits, conduits, posts, pedestals and bollards as required.

**Evergreen Supply** – Technical supplies for the install process; cabinets, surge protectors, breakers, relays and CAT5 cable.



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



Additional details including participation schedules for each company to be addressed later in the proposal.

**Site Meet** - A field meeting is the first step of the construction process; representatives from OEMC, Milhouse Engineering, City Lights, BOE and Redflex are to be in attendance. Placement of the enforcement equipment is determined; the use of existing BOE conduit is investigated. Checks are made to confirm existing conduits will support conductors required for photo enforcement.

**Drafting Process** – During the field meet Milhouse Engineering will sketch out the intersection, including the agreed equipment locations. The plans will be drafted out using AutoCad. Redflex will review the drawings prior to submittal.

**Initial Submittal** – Once the drawing has been approved, Redflex will submit the preliminary drawing to the Office of Underground Coordination (OUC) for utility details. The print must be submitted in a DWG (AutoCad) format along with the Information Retrieval form. The information is then electronically distributed to 30 different departments. Each entity then returns details specific to their existing infrastructure in the defined area. The submitted Information Retrieval form requests a one block radius from the center point of the intersection. This process will take OUC approximately 30 days.

**Transfer of Data** – Redflex Traffic with the assistance of Milhouse Engineering will then transpose the utility data to its drawings. Again, the drawing is reviewed by Redflex personnel prior to being resubmitted.

**Resubmit with Utility Information** – The print inclusive of the existing utility details is then turned back into OUC for construction approval. As listed prior the format is to be DWF and the drawing must be accompanied by an Existing Facility Protection form. Again the print is distributed electronically to 30 departments seeking their consent. As required, Milhouse Engineering will set up a field met to discuss any concerns. Similar to the Information Retrieval, the Existing Facility Protection process will take 30 days.

**Communication Orders** – Redflex provides the communication provider with a listing of intersections under consideration. Each site is visited by a representative of Redflex and a field engineer from the communications company. The plan for establishing communications is determined and an order for service is placed.

**Aldermanic Notification** – As the locations become defined, midway through the Existing Facility Protection process, notification will be sent out to the Aldermen alerting them to the construction of the red light enforcement system in their ward.

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



Example of a construction timeline prior to breaking ground

| Intersections           | Utility Coordination |                    |                       |                  | Notice                  |
|-------------------------|----------------------|--------------------|-----------------------|------------------|-------------------------|
| Order to be Constructed | Utility Requested    | Utilities Provided | Resubmit w/ Utilities | Utility Approval | Aldermanic Notification |
| Intersection # 1        | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  |
| Intersection # 2        | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  |
| Intersection # 3        | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  |
| Intersection # 4        | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  |
| Intersection # 5        | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  |

**Permitting & Locates** – After a site clears through utilities a packet specific to each location is provided by OUC. It contains comments from each utility division detailing any special requirements or areas of concern; such as fiber optic lines and their placement at the intersection. Upon receipt of this packet permits can be issued. Locates are also needed prior to construction beginning. This is usually a 3 day process.

**Coordination Meet** – Prior to breaking ground Redflex, Milhouse Engineering and City Lights will walk each approach to mark out the placement of equipment. This is done in accordance of the information received via the Existing Facility Protection process (OUC details).

**Departmental Notification** – A listing of the intersections to be constructed is provided to both the Department of Revenue and Administrative Hearings. The information is to include address data. This step is needed to set up the database for printing of the violation notices.

**Breaking Ground** – City Lights will remove the needed sections of sidewalk, parkway and / or alley to allow directional boring and forming of the foundations required to support the enforcement infrastructure.

**Underground Work** – Groundhog, paperwork has been submitted to receive WBE certification, is the subcontractor used to complete the directional boring. This is needed to put in place conduits behind the back of curb. The project currently has clearance to use existing BOE conduits under the roadways and if available for communication access. City Lights digs and constructs the foundations. Foundations then have concrete poured, approximately 48 hours is needed prior to standing equipment.

**Loop Cuts** – Each lane receives 2 loops for the purpose of vehicle detection. A saw cut is made for each loop approximately 2.5 inches deep. The loop wire is then placed in the saw cut and weather proof sealant is applied. This process is completed by City Lights.

**Equipment & Conductor Install** – Equipment is placed on the newly poured foundations. City Lights will then put conductors (wires) in place for communication (CAT 5 or Coax



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



cable), power and grounding of each site. All construction supplies to be acquired through Electrical Resource Management.

**Power & Phasing** – BOE, Bob Nelson, is notified at minimum 48 hours prior to a location being completed. A traffic lineman meets City Lights & Redflex onsite to hookup the power and inline fuses to obtain the phasing. By contract both the amber and red phases for each dedicated signal sequence (through & turning) are tied in.

**Restoration** – The intersection is placed back into its original state, sidewalks are re-poured and parkways are restored as needed. This can include sod or new top soil and grass seed.

**Installation of Enforcement Equipment** – Redflex technicians then complete the install process. Cameras and computers are dropped in. Alignments are made, then operations established. The non-proprietary technical equipment is to be secured from Evergreen Supply.

**Confirmation of Operations** – An intersection must pass the 5 Day Test process confirming operations prior to handing it over to Chicago for active enforcement. This testing process also allows for a baseline to be established of driving behavior, the volume of violators during the testing phase sets the start up average. The standards for an approach to GO LIVE are; a minimum of 85% quality images and 100% up time during the 5 days. Further details of this process are to be presented in the proposal.

**Signs** – Every location to be enforced requires advance warning signs to be placed in each direction of travel at the intersection. This must be done prior to active enforcement.

**Activation** – Once signs have been installed and the 5 Day Test has been completed successfully the approach can be activated. Several Chicago Departments will be notified of the system coming online; Revenue, OEMC, BOE and Administrative Hearings. Those personnel include; OEMC – John Bills, Revenue – Bill Kenan & Matt Darst, Administrative hearings – Debbie Gogola and BOE – Bob Nelson & Russ Turcotte.

Sample of a schedule for a typical camera installation

| CONSTRUCTION SITE  | DURATION<br># of Day(s) | PROJECTED<br>DATES |          |
|--|-------------------------|--------------------|----------|
|  |                         | START              | FINISH   |
| Place POTS (Phone) Order and SBC Installs Phone Line           | 1                       | 04/01/08           | 04/01/08 |
| DSL Conditioning   | 8                       | 04/01/08           | 04/08/08 |
| Ground Break/Sidewalk Removal                                  | 1                       | 04/01/08           | 04/01/08 |
| Construct-Dig foundations/install conduits (BOC)/Install Loops | 6                       | 04/02/08           | 04/07/08 |
| SBC Installs DSL/MODEM and Obtain Static Ips                   | 1                       | 04/07/08           | 04/07/08 |
| Pull conductors/Equipment Install                              | 5                       | 04/08/08           | 04/12/08 |
| BOE Energize intersection                                      | 1                       | 04/14/08           | 04/14/08 |
| Install Enforcement Equipment - Cams/Computers                 | 2                       | 04/15/08           | 04/16/08 |
| Parkway Restoration (Sidewalk, Asphalt, Sodding)               | 4                       | 04/14/08           | 04/17/08 |

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



|                                  |   |          |          |
|----------------------------------|---|----------|----------|
| 5 Day Testing Period             | 5 | 04/17/08 | 04/21/08 |
| Advanced Warning SIGNAGE Install | 1 | 04/21/08 | 04/01/08 |
| Go Live                          | 1 | 04/22/08 | 04/22/08 |

The entire process for an intersection can take in excess of 3 months from the preliminary walk through to the activation date. Some additional factors specific to Chicago that may affect construction timelines;

**Moratorium** – During the dates of November and January of each year no construction is to take place within the boundaries of the Monday before Thanksgiving (start) through the day after New Years (end). Only emergency work can take place, the construction of red light enforcement corner would not be allowed in the boundaries as mapped out.

**Concerns with Weather** – Chicago's winter weather can make it difficult to complete construction during the months of January & February. In addition to the ground being frozen, at times in excess of 30 inches deep, conduits can become frozen. This will cause delays in getting conductors put in place.

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



Concrete – Concrete guidelines call for the temperature to be 32 degrees and rising to retain the guarantee from concrete contractors. Temperatures above 32 degrees are required for the concrete to set (cure) properly.

Having completed construction in Chicago the past 4 years has allowed Redflex to adapt an install plan fitting the parameters specific to the City.

Sample of Construction Schedule - March & April 2008

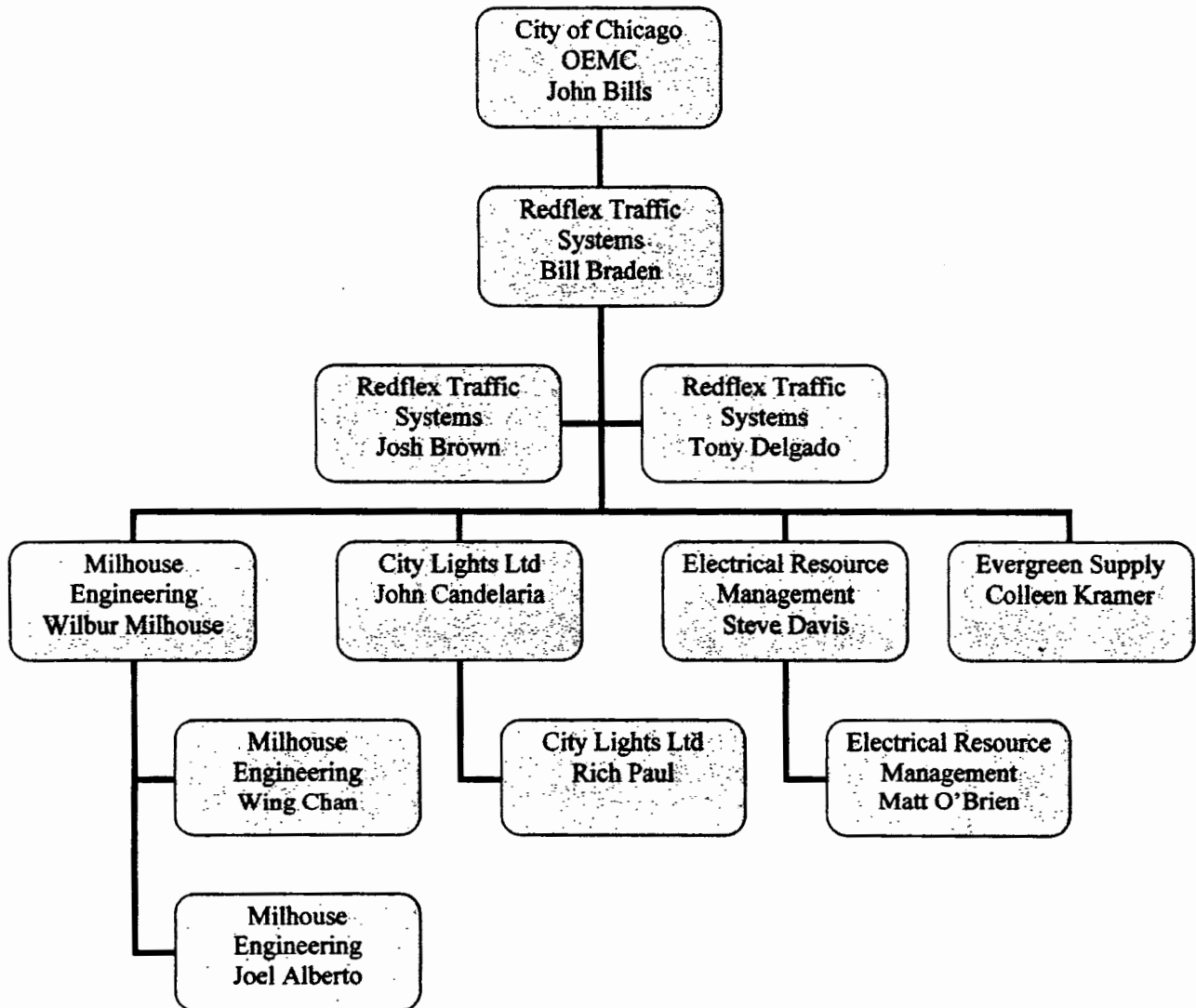
| Intersections     | Utility Coordination |                    |                       |                  | Notice                  | Construction Schedule |                |              |                 |
|-------------------|----------------------|--------------------|-----------------------|------------------|-------------------------|-----------------------|----------------|--------------|-----------------|
|                   | Utility Requested    | Utilities Provided | Resubmit w/ Utilities | Utility Approval | Alderman's Notification | Start Date            | Start of 5 Day | End of 5 Day | Activation Date |
| Intersection # 1  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/1/08                | 4/17/08        | 4/21/08      | 4/22/08         |
| Intersection # 2  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/1/08                | 4/17/08        | 4/21/08      | 4/22/08         |
| Intersection # 3  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/7/08                | 4/23/08        | 4/27/08      | 4/28/08         |
| Intersection # 4  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/7/08                | 4/23/08        | 4/27/08      | 4/28/08         |
| Intersection # 5  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/9/08                | 4/25/08        | 4/29/08      | 4/30/08         |
| Intersection # 6  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/9/08                | 4/25/08        | 4/29/08      | 4/30/08         |
| Intersection # 7  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/21/08               | 5/7/08         | 5/11/08      | 5/12/08         |
| Intersection # 8  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/21/08               | 5/7/08         | 5/11/08      | 5/12/08         |
| Intersection # 9  | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/28/08               | 5/14/08        | 5/18/08      | 5/19/08         |
| Intersection # 10 | 1/23/08              | 2/21/08            | 2/26/08               | 3/27/08          | 3/7/08                  | 4/28/08               | 5/14/08        | 5/18/08      | 5/19/08         |
| Intersection # 11 | 1/15/08              | 2/15/08            | 2/20/08               | 3/21/08          | 3/1/08                  | 5/5/08                | 5/21/08        | 5/25/08      | 5/26/08         |
| Intersection # 12 | 1/15/08              | 2/15/08            | 2/20/08               | 3/21/08          | 3/1/08                  | 5/5/08                | 5/21/08        | 5/25/08      | 5/26/08         |

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



## B. ORGANIZATION CHART

The following organizational chart clearly illustrates all firms and their relationship in terms of proposed services as well as key personnel involved (refer to Attachment 1 for a firm wide organizational chart):



## C. DEDICATED RESOURCES

Redflex will continue to dedicate the necessary resources for the implementation of the Digital Automated Red Light Enforcement Program for the City of Chicago.

The following is an assessment of staffing needs for each major activity area by job title and function:



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



**Staffing Plans - Technicians**

| Month     | 2008 | Number of<br>Techs | 2009 | Number of<br>Techs | 2010 | Number of<br>Techs |
|-----------|------|--------------------|------|--------------------|------|--------------------|
| January   |      | 5                  |      | 8                  |      | 11                 |
| February  |      | 5                  |      | 8                  |      | 11                 |
| March     |      | 5                  |      | 8                  |      | 11                 |
| April     |      | 5                  |      | 8                  |      | 11                 |
| May       |      | 5                  |      | 8                  |      | 11                 |
| June      |      | 6                  |      | 9                  |      | 12                 |
| July      |      | 6                  |      | 9                  |      | 12                 |
| August    |      | 7                  |      | 10                 |      | 13                 |
| September |      | 7                  |      | 10                 |      | 13                 |
| October   |      | 7                  |      | 10                 |      | 13                 |
| November  |      | 8                  |      | 11                 |      | 13                 |
| December  |      | 8                  |      | 11                 |      | 13                 |

1 tech added every 30 systems brought on line

Currently have 120 operations staff that is available to assist the City of Chicago:

**Staffing Plans - Operations Department**

| Month     | 2008 | Operations<br>Team | 2009 | Operations<br>Team | 2010 | Operations<br>Team |
|-----------|------|--------------------|------|--------------------|------|--------------------|
| January   |      | 9                  |      | 13                 |      | 16                 |
| February  |      | 9                  |      | 13                 |      | 16                 |
| March     |      | 9                  |      | 13                 |      | 16                 |
| April     |      | 10                 |      | 13                 |      | 16                 |
| May       |      | 11                 |      | 14                 |      | 17                 |
| June      |      | 11                 |      | 15                 |      | 18                 |
| July      |      | 12                 |      | 15                 |      | 18                 |
| August    |      | 13                 |      | 16                 |      | 19                 |
| September |      | 14                 |      | 17                 |      | 19                 |
| October   |      | 15                 |      | 17                 |      | 20                 |
| November  |      | 15                 |      | 17                 |      | 20                 |
| December  |      | 15                 |      | 17                 |      | 20                 |

daily average = 650      daily average = 550      daily average = 500

add an associate every 10,000 incidents per month recorded

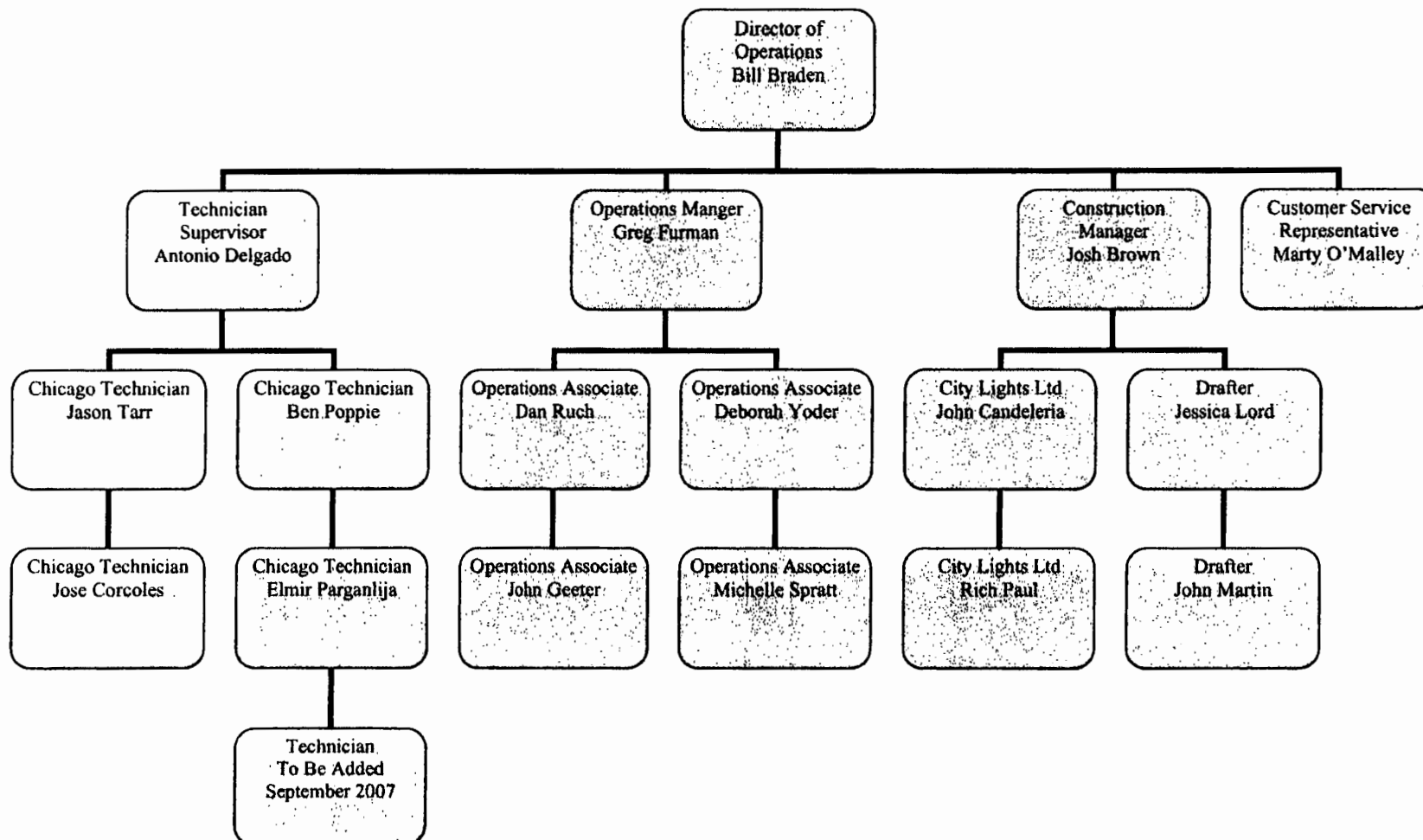
| Per associate work expectations |                                       |
|---------------------------------|---------------------------------------|
| review every 40 secs            | equates to 90 per hour                |
| 6.5 hours of work               |                                       |
| 585                             | incidents per day (6.5 hours)         |
| 11700                           | incidents per month (20 working days) |



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



Refer to Key Personnel section detailed resumes that have been committed to this engagement. For description of correlated team members to the tasks refer to the key personnel section. The following organizational chart illustrates our current Chicago resources:

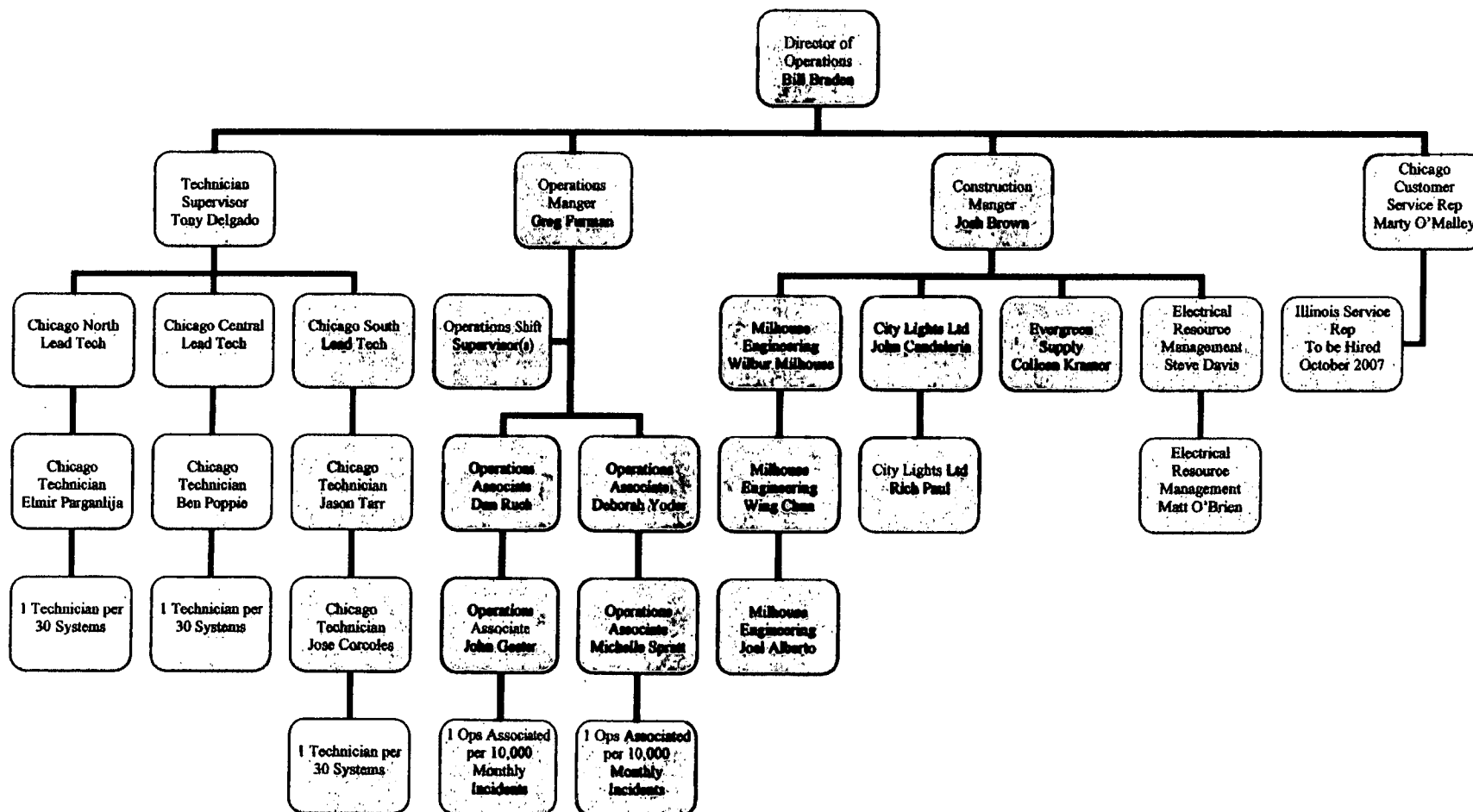


City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



The following organizational chart provides a visual illustration of our planned staffing needs:

2008 – 2012 Staffing Plan Projections  
Personnel Dedicated to Chicago DARLEP





#### **D. SOFTWARE/HARDWARE**

Automated enforcement systems Manufactured, Installed and Maintained by Redflex come with a wide variety of hardware and software configurations depending on specific customer requirements. Redflex provides a turnkey program excluding the cost associated with ADA requirements. Each configuration can be mounted on free-standing poles or using the City's existing infrastructure. We currently do not have any integration issues with any databases currently used by the Office of Emergency Management and Communications. We have a dedicated department that works with each client and customize all our integrations to meet the City's needs.

This following information outlines the existing hardware, software and technical specification currently available for use in satisfying specific automated enforcement needs. These configurations are Redflex's current core equipment capabilities. These specific hardware configurations can be modified to meet a wide variety of customer requirements.

#### **Hardware**

##### **Camera Systems**

**Multiple Camera System** - This camera system is a multi camera high resolution imaging solution used to house and control a wide variety of camera both still digital and video. This system utilizes our patented multiple digital still camera approach.

**Slimline Series Configuration** - The Slimline series camera system is designed to supplement the traditional set-up system as an auxiliary camera location or can be used as a primary camera system with a surface mount or pole mounted cabinet option. The Slimline series is designed to provide a smaller equipment "footprint" while still exhibiting the same quality imaging as the traditional multiple camera system. The Slimline series is a single digital still camera system but there is virtually no limit to the number of Slimline systems that can be used as a network of cameras.

**Digital Still Cameras** - Available to the City of Chicago is the 12.4 Mega Pixel camera system in multiple configuration formats. This multiple digital still camera format offers the highest possible resolution in the photo enforcement industry and allows land and zone specific violation monitoring. Each camera can be fitted with a wide variety of camera lenses depending on the specific requirements of the image to be captured and area to be monitored.

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program

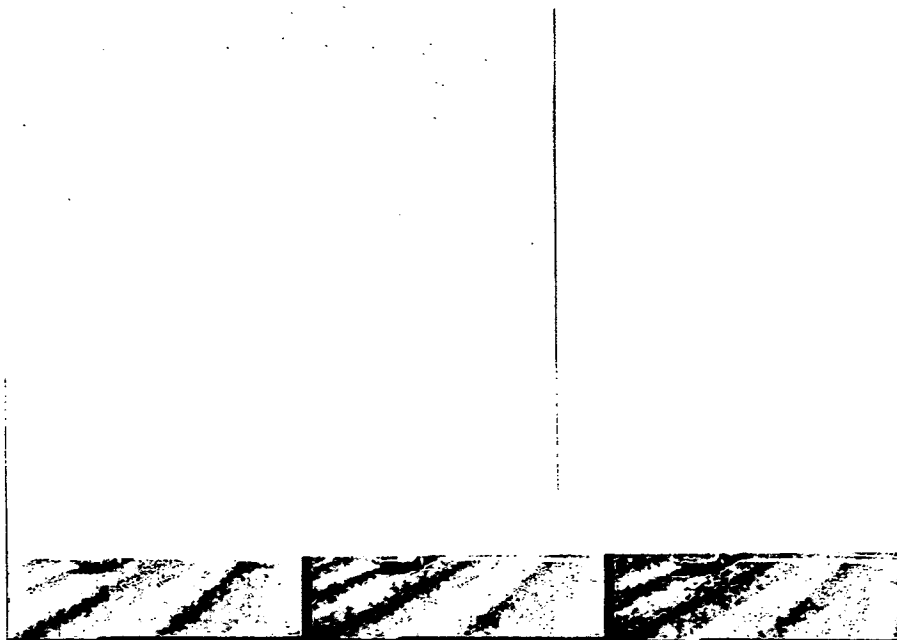


**Video Camera system** – 30 FPS (frames per second) digital video capture systems are incorporated as part of our standard product offering. This provides “secondary evidence” depicting situational events which occur before, during and after each violation. Streaming video and the capability to record this video stream is also available. If the city also desires we can provide the option to include an audio component to the video stream.

The Redflex Solution incorporates full motion video for each violation. The video records 12 seconds of video – 6 seconds before and 6 seconds after each violation. The video is integrated with the still images at the point of violation. In addition, the Redflex system can also provide Chicago 24/7 live video feed and video recording capabilities for up to sixty days (at full motion 30 fps).

This can be accomplished with our patented multi-camera, multi-angle and multi-mode solution that incorporates the integrity of using a single central processor and single time clock in a synchronized fashion. With our patents (U.S. Patent Numbers 6,546,119; 6,919,823 and 6,240,217) of a multi-camera configuration, our solution provides integrated and encrypted high resolution still images and full motion color video. This multi-mode configuration provides the richness, crispness and clarity achieved through the industry’s highest resolution still cameras and the benefit of situational awareness that is provided through full motion video.

It is important to note again, that with our patented capabilities of using synchronized still cameras, only Redflex can provide effective simultaneous violation capture across multiple lanes and various movements during multiple signal phasing.



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



### **Real-Time Intersection Monitoring & Streaming Video**

With a dedicated in-house Advanced R&D Department, Redflex is always working to improve our community safety solutions. These new advancements will be provided to the City for existing and all future installations at no additional charge.

#### **o Advanced Traffic and Infraction Statistics Packages**

- o Real-Time Traffic Statistics
  - Traffic Volume
  - Traffic Speeds
- o Real-Time Infraction Statistics, which allows trending:
  - By day of week
  - Hours into the red phase
  - Time of day

- o **Real-Time Traffic & Intersection Monitoring**, which allows the City to view each intersection in real-time w/ DVR options.

As highlighted, Redflex is pleased to offer the City the ability to access streaming video from each intersection 24 hours a day. This new functionality is extremely valuable for:

**Congestion management/operations optimization** — Real-time monitoring of congestion at intersections and along corridors allows:

- City technicians to manually modify timing plans to relieve congestion resulting from isolated events
- Traffic Engineers to modify timing plans to meet traffic demand.
- Operation/safety — Real-time monitoring, vehicle and non-motorized conflict monitoring.
- Transit corridor monitoring.

#### **Incident management:**

- Report incidents to police, fire and rescue
- Report incidents to traffic reports and traffic reporting services

#### **911 Command Center and Disaster Monitoring:**

- Real-time viewing of City intersections regardless of signal system functioning
- Real-time viewing capabilities in post-disaster recovery

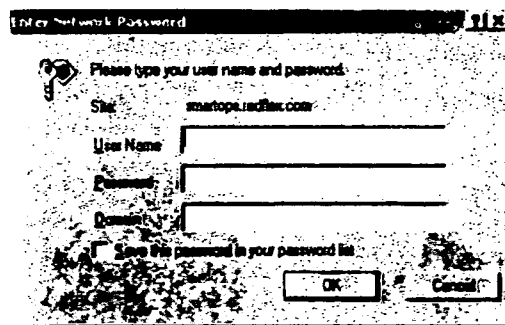


**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



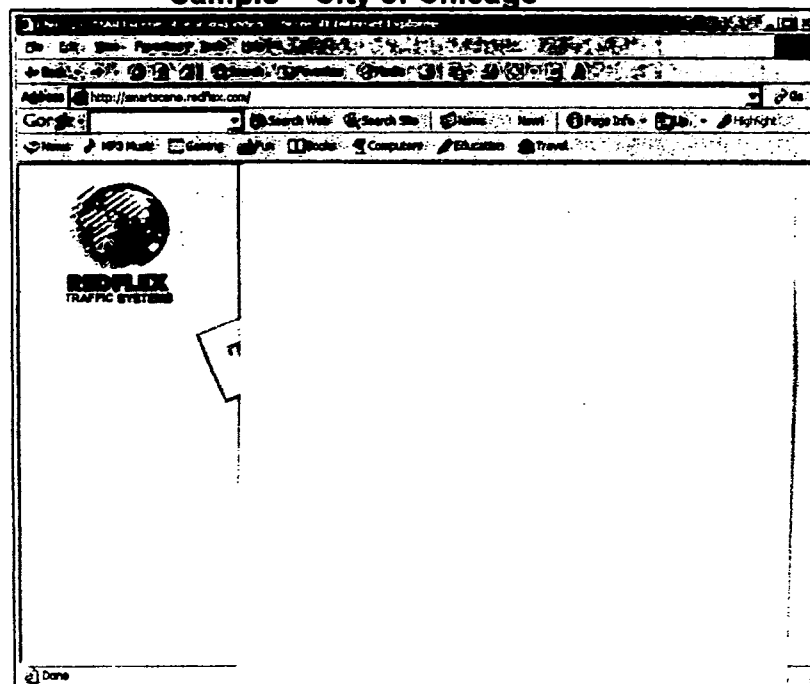
## Streaming Video Access

The streaming video can be easily accessed through a secure URL/web address. You will be directed to a login screen:



Once logged on you will receive a screen like the following:

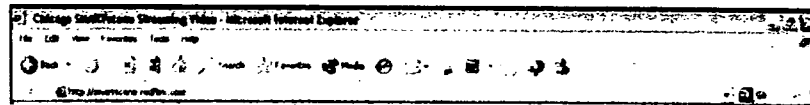
### Sample – City of Chicago



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



This window shows a list of each intersection that is currently accessible for "live" monitoring or recording.



This window shows the stream playing in the right frame. To view the other direction of travel, click on the link to it in the left frame.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**Vehicle Detection System** – A wide variety of vehicle detection systems are available depending on the specific requirements and devices utilized. Vehicle detection systems can be either intrusive (more reliable) or non-intrusive (more aesthetic) and come in the form of an induction loop (most common), a video loop (least intrusive), piezo sensors (speed detection) and Laser (non-intrusive speed).

**Phase detection systems** - Redflex utilizes a wide variety of options when it comes to capturing the phases required to accurately enforce violations. Isolation of the phase detection system from the City control cabinet can be done directly, inductively, or isolated by solid state and optically coupled devices. In addition to being isolated, each enforced lane can be designated a common or individual phase depending on customer requirements. In addition to capturing the red light data, amber light timings can also be captured and recorded. This would assure that the city is legally protected from any accusations of shortening or varying the amber phase timing.

### **Software**

Computer Programs/Software Redflex will utilize:

**Operating Systems** – The camera systems run on Windows NT4, 2000 and XP operating systems to interface with the camera software.

**Smartcam (Redflex Proprietary Software)** – Used to control image capturing and vehicle detection systems.

**Smartscene (Redflex Proprietary web based Software)** – Used for video image capturing in conjunction with Smartcam software.

**SmartOps (Redflex Proprietary web based Software)** – Used to process incident files generated by Redflex Systems.

**WebOps (Redflex Proprietary web based Software)** – Used via the internet to allow customers to securely view and approve/reject citation packages.

In addition to the list provided above we will use the following.

- Oracle: Relational Database System
- [Photonotice.com](http://Photonotice.com): Web based violation viewing application for use by the violator.
- SmartCam: Violation capture software.
- SmartView: Video capture software.
- SmartOps Online Reports: Web based reporting system.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**E. ACCEPTANCE TESTING CRITERIA**

A fully functional acceptable Digital Automated Red Light Enforcement Program undergoes extensive testing. During the 5 day testing process the system must be operational 100% of the time. In the event that there is a systems failure during the 5 days period, the 5 day testing is restarted. We must have consecutive 5 day process of 100% operational.

Each system must maintain an 85% issuance rate during the 5 day testing period. The quality of the images is reviewed for quality by the technical staff.

During this time all attachments including the video are confirmed. Technicians also view captured incidents to determine the quality of the violations as well as the volume. The volume is calculated during 4 segments of a day, which is the number of incidents per each 6 hours of time (12am – 6am, 6am – 12pm, 12pm – 6pm and 6pm – 12am). The start up daily average is calculated from these volumes; incidents are reviewed and violation counts are established. This number allows for the basis for the aggregate reduction of each site. Six random incidents (time of day) are to be noted on the document. Communications must also be established and operational prior to the system being activated. The following pages include sample documents for the testing criteria.

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



City of Chicago

Redflex Traffic Systems

Digital Automated Red Light Enforcement Program v2.1

Operational Systems Acceptance Test  
 (Red Light Camera System)

This Systems Acceptance Test procedure acknowledges that the Digital Automated Red Light Photo Enforcement Camera System operates in accordance with the Contract. Upon review of listed items below, the City Representative shall execute a 'Final Acceptance'.

Location: \_\_\_\_\_ Camera Code: \_\_\_\_\_

Test Day 1 \_\_\_\_\_ Test Performed By \_\_\_\_\_

| No.       | Procedure   |
|-----------|---|
| 1.        | Check images were captured for each enforced lane of system being checked. If yes proceed to step 3 other wise continue to step 2. _____ Yes _____ No   |
| 2.        | Perform remote system operability check to ensure each enforced lane is capable of detecting an offense should one occur. Did each lane under test satisfactorily pass the operational check? _____ Yes _____ No. |
| 3.        | Ensure each detection captured a SMARTscene video clip for each detected offense.<br>_____ Yes _____ No   |
| 4.        | Annotate system detections each incremental period to establish system activation timeline.<br>12A – 6A _____ 6A – 12P _____ 12P – 6P _____ 6P – 12A _____  |
| 5.        | Annotate random system accessibility test times (min 6 per day)<br>_____  |
| 6.        | Randomly select images for each enforced lane. Did the system include the correct data on the image databar?<br>_____ Yes _____ No  |
| Comments: |   |



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



Test Day 2 \_\_\_\_\_ Test Performed By \_\_\_\_\_

| No.       | Procedure   |
|-----------|---|
| 1.        | Check images were captured for each enforced lane of system being checked. If yes proceed to step 3 other wise continue to step 2. _____ Yes _____ No   |
| 2.        | Perform remote system operability check to ensure each enforced lane is capable of detecting an offense should one occur. Did each lane under test satisfactorily pass the operational check? _____ Yes _____ No. |
| 3.        | Ensure each detection captured a SMARTscene video clip for each detected offense.<br>_____ Yes _____ No   |
| 4.        | Annotate system detections each incremental period to establish system activation timeline.<br>12A – 6A _____ 6A – 12P _____ 12P – 6P _____ 6P – 12A _____  |
| 5.        | Annotate random system accessibility test times (min 6 per day)<br>_____  |
| 6.        | Randomly select images for each enforced lane. Did the system include the correct data on the image databar?<br>_____ Yes _____ No  |
| Comments: |   |

Test Day 3 \_\_\_\_\_ Test Performed By \_\_\_\_\_

| No.       | Procedure   |
|-----------|---|
| 1.        | Check images were captured for each enforced lane of system being checked. If yes proceed to step 3 other wise continue to step 2. _____ Yes _____ No   |
| 2.        | Perform remote system operability check to ensure each enforced lane is capable of detecting an offense should one occur. Did each lane under test satisfactorily pass the operational check? _____ Yes _____ No. |
| 3.        | Ensure each detection captured a SMARTscene video clip for each detected offense.<br>_____ Yes _____ No   |
| 4.        | Annotate system detections each incremental period to establish system activation timeline.<br>12A – 6A _____ 6A – 12P _____ 12P – 6P _____ 6P – 12A _____  |
| 5.        | Annotate random system accessibility test times (min 6 per day)<br>_____  |
| 6.        | Randomly select images for each enforced lane. Did the system include the correct data on the image databar?<br>_____ Yes _____ No  |
| Comments: |   |

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



Test Day 4 \_\_\_\_\_ Test Performed By \_\_\_\_\_

| No.       | Procedure   |
|-----------|---|
| 1.        | Check images were captured for each enforced lane of system being checked. If yes proceed to step 3 other wise continue to step 2. _____ Yes _____ No   |
| 2.        | Perform remote system operability check to ensure each enforced lane is capable of detecting an offense should one occur. Did each lane under test satisfactorily pass the operational check? _____ Yes _____ No. |
| 3.        | Ensure each detection captured a SMARTscene video clip for each detected offense.<br>_____ Yes _____ No   |
| 4.        | Annotate system detections each incremental period to establish system activation timeline.<br>12A – 6A _____ 6A – 12P _____ 12P – 6P _____ 6P – 12A _____  |
| 5.        | Annotate random system accessibility test times (min 6 per day)<br>_____  |
| 6.        | Randomly select images for each enforced lane. Did the system include the correct data on the image databar?<br>_____ Yes _____ No  |
| Comments: |   |

Test Day 5 \_\_\_\_\_ Test Performed By \_\_\_\_\_

| No.       | Procedure   |
|-----------|---|
| 1.        | Check images were captured for each enforced lane of system being checked. If yes proceed to step 3 other wise continue to step 2. _____ Yes _____ No   |
| 2.        | Perform remote system operability check to ensure each enforced lane is capable of detecting an offense should one occur. Did each lane under test satisfactorily pass the operational check? _____ Yes _____ No. |
| 3.        | Ensure each detection captured a SMARTscene video clip for each detected offense.<br>_____ Yes _____ No   |
| 4.        | Annotate system detections each incremental period to establish system activation timeline.<br>12A – 6A _____ 6A – 12P _____ 12P – 6P _____ 6P – 12A _____  |
| 5.        | Annotate random system accessibility test times (min 6 per day)<br>_____  |
| 6.        | Randomly select images for each enforced lane. Did the system include the correct data on the image databar?<br>_____ Yes _____ No  |
| Comments: |   |

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



## Final Analysis

| No.       | Procedure  |
|-----------|--|
| 1.        | Did system check produce satisfactory results for all days under test? ____ Yes ____ No  |
| 2.        | <p>Calculate system availability rate based on random access tests. ____%. Did system meet 95% system uptime requirements during the course of the test period?<br/>           ____ Yes ____ No</p> <p>Note: System uptime rate is dependent upon operational requirements which are not necessarily in Redflex's immediate scope of control. Examples of such condition would be to include sufficient power requirements for system operation, broadband internet service to facilitate remote accessibility, etc...</p> |
| 3.        | Annotate number of Total violations for test period _____. Calculate system prosecutability for the test period. ____%. Did the system meet the 85% rate requirement during the test period? ____ Yes ____ No  |
| 4.        | Did System Meet overall acceptance Criteria for the 5 day test period?<br>____ Yes ____ No   |
| Comments: |  |

The signing of this document signifies that all City representatives agree that Redflex Traffic Systems, Inc. has satisfied the contractual obligations for systems acceptance.

**City of Chicago Representative:**

**Redflex Traffic Systems, Inc.**

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## F. TRAINING PLAN

Redflex will provide a basic training/education program for designated City's managers, supervisors, operators and maintenance personnel. This training is intended to help the City of Chicago develop and enhance their existing knowledge with the skills and competencies that are required to successfully deploy, maintain and operate an effective Digital Automated Red Light Enforcement Program (DARLEP).

As outlined in the City specification, these training sessions will be provide at a minimum of 1 to 3 sessions per year and facilitated through an on-site instructor with classes not to exceed 15 trainees.



Participants will be trained utilizing specific training modules, each that address specific components of the programs. In addition, each participant will gain valuable hands-on experience using Redflex hardware and software.

At the end of each training module, team members have more than their newfound knowledge and skills – they have the desire to apply them. Training is tailored to meet the needs of the customer, and can be delivered in a variety of formats, including:

- ✓ Pre-designed courses
- ✓ On-site instructor-led training
- ✓ **Computer-based training**
- ✓ Self-directed training
- ✓ **One-on-one training**
- ✓ **In-field training**
- ✓ Train-the-trainer instruction



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



As mentioned, Redflex provides specific training modules and instruction for parties that will be interfacing and impacted by the implementation of a Photo Enforcement Program. With over two decades of experience, Redflex recognizes the importance of providing focused training with respect to court proceedings.

Redflex institutes comprehensive training programs that are typically 2-days in duration. The programs are developed in consultation with City to ensure staff has the necessary program understanding and knowledge to deliver an effective program. Redflex Training Programs adopt adult learning techniques and are designed on a competency based learning framework to impart a clear understanding of the overall purpose and operation of the Redflex Photo Enforcement Program. Specific modules are developed to meet the unique requirements of the Courts, City and other relevant personnel. Specific training modules include information on:

- The use and operation of the DARLEP system;
- The use and operation of computer/software systems;
- Citation generation and processing procedures;
- Court testimony processes; and
- Data collection and reporting methods. Court administration of the program, including introduction and familiarization
- Subpoena processing timelines for evidence development

**SmartOps Training Module (STM) – Back Office**

The SOTM is designed to train City personnel of the Redflex SmartOps System. Topics covered in the course include:

- Overview of the entire violation processing system, including:
  - Image extraction and decryption
  - Quality assurance
  - Police authorization
  - Printing and mailing
- Hands-on and classroom training on the SmartOps System – all functionality and features
- Hands-on and classroom training on reviewing, authorizing and processing citations. This training will be customized to include the exact business rules and screening guidelines developed in conjunction with City
- Hands-on and classroom training on our complete reporting capabilities and functionality.





### **SmartCAM Training Module**

The SCTM is designed to provide City personnel on the basic operation and technical components of the camera system. This course is facilitated by trained camera system technicians and includes:

- Workbench site visits
  - Discussions outlining the system's lifecycle from speed van setup, maintenance and continuous improvement
  - Discussion on R&D developments
- Field tests with speed units allowing field training and speed unit deployment.
  - Setup
  - Deployment

**The Redflex Training programs will be provided to City throughout the lifetime of the program at no additional cost.** We recognize the importance of having educated and trained personnel with respect to the operation of this program. Additionally, we recognize the law enforcement personnel often rotate through various functions and divisions, to this point; we are pleased to offer additional training to all city staff as they become involved with the Redflex program; at no additional cost to the City, regardless of the numbers of training sessions required.

The Redflex training programs will be provided to the City throughout the lifetime of the program. We recognize the importance of having educated and trained City staff members with respect to the operation of this program. Additionally, we recognize that staff members often rotate through various functions and divisions. We are pleased to offer additional training to all City staff as they become involved with the Redflex program, at no additional cost to the City.

### **Training of Redflex Personnel**

All Redflex personnel receive training, including OSHA safety training, to ensure they are highly proficient at their job assignments. In addition, a mentoring technique is used to provide new employees with a dedicated resource to provide assistance after they move into the on-the-job portion of their training.

### ***Operations Associate Training***

All operations associates who process violations for the City will complete a multi-phase training period. Each new hire is given written training materials at the time of hire. A classroom overview is performed to explain the job function, to make clear the code of conduct for employees who will handle registered owner information, and to complete required security access forms for various DMV agencies. This classroom overview will cover the details of the operations associates' job function and allow them to practice their jobs in a training environment that simulates production processing. In addition, they are trained on the specific rules of processing for the City.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



Once the operations associates complete the first phase of training, they are assigned to verification processing of violations, which includes three phases:

**Verification 1**

- Review all photographic evidence (two scene images, one face image, one plate image, 12-second video) to confirm that a prosecutable violation occurred that meets the criteria defined by the city
- Zoom and crop images, lighten or darken the images
- Mask the faces of passengers
- Enter the license plate of the violating vehicle

**Verification 2**

- Repeat Verification 1 steps
- Check vehicle make/model information returned from the DMV
- Determine if the driver is "likely" the registered owner, using the physical description details provided by DMV for the registered owner, marking the record to receive a "Notice of Traffic Violation" in the event of an age/gender or DMV vehicle description mismatch or if a vehicle registered to a corporation is found

**Quality Assurance**

- Review by a qualified QA specialist
- Confirm the incident has been processed accurately before releasing the incident to Police Authorization

Feedback loops are in place to ensure continuous training for all Redflex operations associates. In addition to the QA phase of those incidents that passed the first two phases of processing, all incidents rejected by operations associates are reviewed daily by a quality assurance analyst. The QA analyst is responsible for correcting any mistakes that are found and then providing training feedback to the operator who made the mistake, thus continually improving the skills of the Redflex processors.

***Installation and Maintenance Technician Training***

Installation and Maintenance Technicians employed by Redflex obtain specialized on-the-job training to ensure that they receive the required knowledge to be proficient in the performance of their duties.

***In-House Training.*** After initial training, the technicians attend an in-house training session in Scottsdale, where they receive specific equipment and software training. During

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



this session, they learn to set up, operate, and maintain the various systems and system components necessary to perform their duties. There are a number of established training modules that must be completed satisfactorily to confirm that standardized training is received. This training provides for the proper understanding of standard procedures, required checklists and documentation, equipment configuration and repair, and supply disciplines – all learned in a controlled environment to ensure the highest level of comprehension.

**Field Training.** The technicians are then assigned to their respective duties and their training is monitored by their supervisor with the assistance of the training manager. As new procedures and techniques are identified, "maintenance flashes" are issued, leading the field technicians to newly establish training modules, documentation or other procedural changes. Links to these procedures and documentation are provided on an Internet site available to the technicians through a secure network connection, which can be obtained virtually anywhere the Internet is available.

**Annual Updates.** Once a year, the technicians are brought to our Headquarters Corporate office in Scottsdale and regional groups receive additional proficiency training. During these training sessions, new procedures, documentation, equipment/software configurations, and other ancillary training is performed. This proficiency training curriculum is established by lessons learned over the preceding months to make sure we fill any training gaps encountered.

#### **Expert Witness Training**

The individuals, who will provide expert witness testimony in court, as needed to support the City of Chicago in its efforts to prosecute contested citations, receive a much higher level of training to achieve "expert" status. Each expert witness works in each department for a period of time to understand the job functions for all Redflex processes, particularly as they relate to the custodian of records testimony.

Our Redflex expert witnesses are well-rounded in all aspects of our business and will offer excellent support to the City of Chicago to achieve the highest possible prosecution rates for the Photo Enforcement Program. When a request is received from a customer (or a subpoena from a court) for an expert witness for a trial, that trial date is scheduled in the Redflex court testimony calendar and an expert witness is assigned to the trial.

### **G. PREVENTIVE MAINTENANCE & TECHNICAL SUPPORT**

Monthly onsite maintenance inspections are performed to ensure potential problems are identified before a malfunction occurs. Preventative maintenance is executed each time a technician responds to perform any maintenance function requiring them to be onsite.

Preventative maintenance includes but is not limited to:

- Cleaning the camera enclosure glass when required.



**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



- Inspect the cabinet for signs of leaks, wear and/or damage and clean as necessary.
- Inspecting cables, connectors and hardware for signs of wear or damage.
- Inspecting poles, bases and enclosures for signs of damage and to ensure proper alignment.
- Inspecting in-ground detection devices for signs of wear or damage.

Testing cabinet safety devices for proper operation to ensure safe working conditions for maintenance personnel and the general public in the case of an accident that could expose the public to operating voltages.

Each site will be visited on a monthly basis to perform preventative maintenance as a minimum.

Preventative maintenance tasks will be documented in the intersection maintenance log for every inspection being performed. This document is stored on the approach computer to allow Redflex technicians to keep track of prior maintenance issues. Entries will include:

- Date and time inspection performed.
- Technician performing inspection.
- Results of the inspection.
- Reason for inspection. (i.e. scheduled or as a result of other maintenance)

Preventative maintenance inspections will be performed on a rotational basis to ensure each site is visited within a month's time. While onsite the technician will fill out a form (punch list) of checks made, this program is to be detailed more thoroughly later in the proposal.

This preventative maintenance program will be monitored and scheduled by Chicago's Lead Technician and the Technician Supervisor. With the size of Chicago's Enforcement Program Redflex will divide the City into sections; the number of regions to be determined by systems installed. Specific information on our preventive maintenance is described in the Maintenance and Operation Section. Technical staff can be contacted phone, email and fax.

## **H. BACK-UP CONTINGENCY**

The Redflex install staff will be cross-trained to both maintain and install the enforcement systems. This process permits the person completing the install to also be responsible for the maintenance. The technician assigned to the region must perform a system check prior to the start of the 5 Day Test Process. This is to include confirmation of system

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



parameters, camera alignment and data block details. Additional support, as needed, is available from either the Arizona or California offices.

## **Development of the Maintenance Program**

Redflex has found to exceed Chicago's contractual obligations of adding a technician with the addition of every 30 systems. At the close of 2007, Redflex will have in place 5 maintenance technicians and technician supervisor. This staff will be responsible for maintaining 140 active systems.

The maintenance program currently deployed by Redflex has been outlined. Redflex will enact several new practices to continue its level of service to meet the demands of the program as it grows. Redflex will have Technicians working 7 days a week. There will be no "on call" status during the weekends, we will actually have a crew working during those times.

### **Redflex Technician Staffing Schedule**

| Monday  | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday  |
|---------|---------|-----------|----------|---------|----------|---------|
| Crew #1 | Crew #1 | Crew #1   | Crew #1  | Crew #1 |          |         |
|         |         | Crew #2   | Crew #2  | Crew #2 | Crew #2  | Crew #2 |

At least one technician will be scheduled for each region everyday of the week. Their primary responsibilities will be to maintain Chicago's program at the required levels of 95% operations time and an 85% issuance rate.

Redflex will put in place Lead Technicians to assist the Technician Supervisor in performing daily checks and scheduling the maintenance staff. The Lead Technicians will perform the duties described in the General Maintenance portion of the proposal. Those checks are to include:

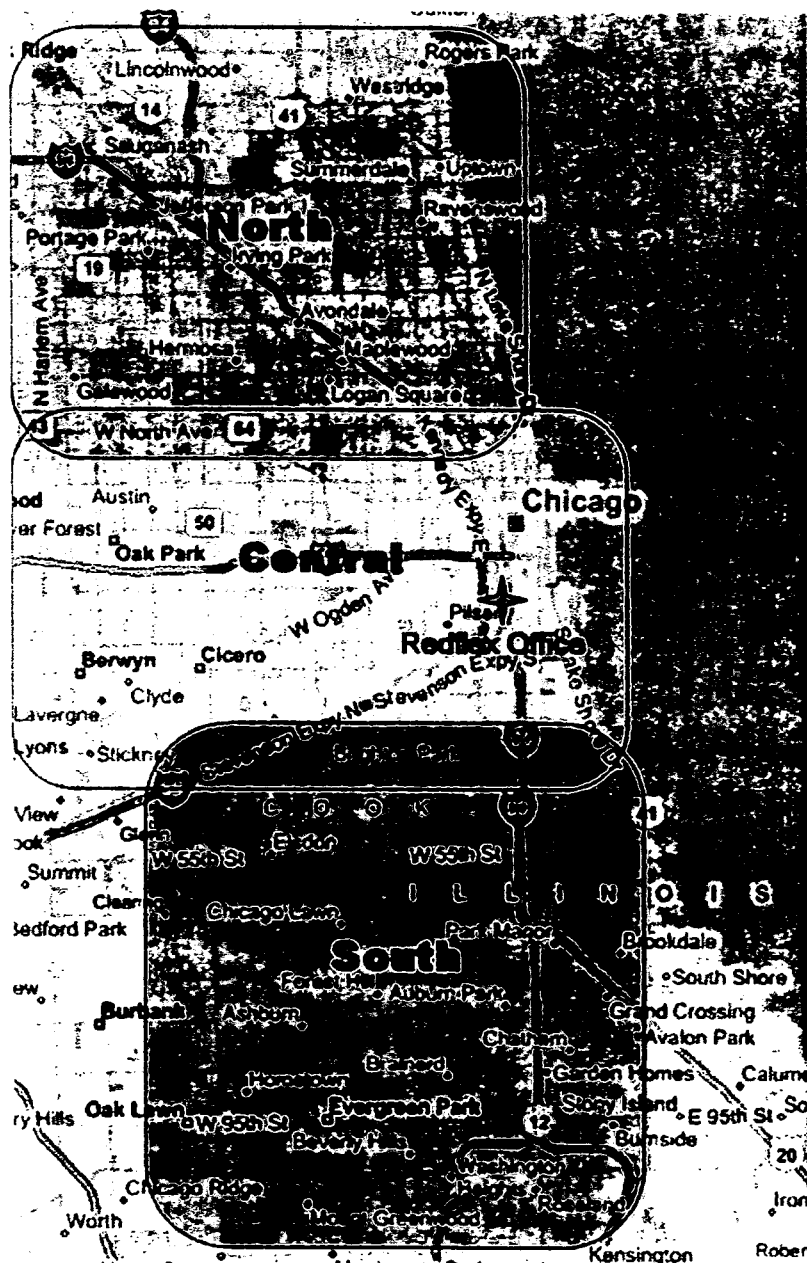
- Review of the Daily Variance Reports
- Perform an Incident Lookup of assigned (regional) equipment
- Monitor System Operations (What's Up Utility)
- Run a Maintenance Filter on assigned systems
- Confirm streaming video to be displayed properly

Lead Technician responsibilities will also include keeping Preventative Maintenance procedures on track. They'll assist the Technician Supervisor in scheduling the monthly visits. This practice allows for a "back up" of all daily checks. Each of the maintenance practices is to be carried out by multiple personnel on the technical staff.

Chicago had been broken into two regions. Dependent on the expansion of Chicago's Enforcement Program and the geographic location of new intersections, Redflex will add a third region. Potential boundaries have been diagrammed;



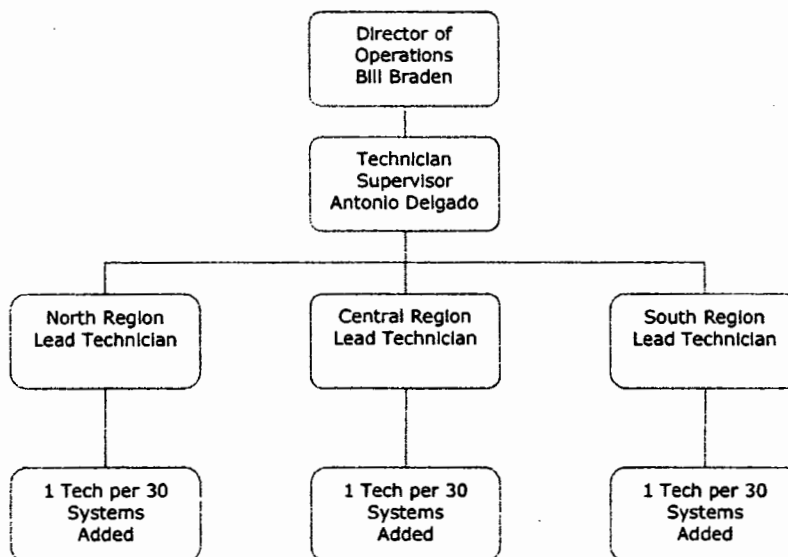
City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program





## Technical Staff

Dedicated to Chicago



### I. SECURITY

Each Redflex imaging unit provides **robust nonvolatile** on-site image and violation data transferring, storage and archiving capabilities. This is accomplished with a server that can store thousands of images if required. Fortunately, each Redflex imaging unit and its associated server are able to utilize a variety of modes for efficient data transfer.

Violation images and violation data go directly from the intersection into the Redflex network. Once images are extracted from the intersection and backed-up; each violation will be processed, stored, and **archived on redundant servers to ensure ease of retrieval and critical disaster recovery**. Violations can be retrieved, processed and delivered for viewing on a daily basis. This network configuration and real-time data transfer capabilities enable the City to view and approve violation data within 24 hours of the actual violation occurrence.

All digital images are recovered in a secure manner and will be retained for a period not less than one year from the date of violation. The System safeguards the image and data files against alteration by giving each element a unique digital signature to confirm its authentic status. **Public key cryptography and additional encryption processes secure the transmission process**. Using public key cryptography, keys are created in matched pairs; each encrypted with one half of a pair. Only by matching the other half can decryption occur. This procedure allows Redflex to capture and transmit evidence over a virtual private network.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



The digital signatures are created and used to deal with key management and the effective deployment of symmetric ciphers.

The resulting hybrid cryptosystems use public key methods to manage keys for symmetric ciphers. Redflex creates public key infrastructures to make these benefits widely available for our customers. This process ensures evidence integrity.

The Redflex solution provides the industry's leading secure chain of custody. Since Redflex manufactures the camera units, operates the back office, processes the citations, and maintains the system, nothing leaves the Redflex "umbrella," and the City is secure from unwarranted legal risk and improprieties.

The chain includes multiple levels of tightly integrated security including:

- Digital encryption at the point of image capture, including digital signature encoding to impede any possible electronic record tampering
- Violation verification, which includes digital certifications and audit trails for each system transaction
- 128-bit encrypted Notice Authorization Module that deploys robust user management and security protocols, with explicit authentication and user access protocols
- Citation authorization and printing which includes digital certificates, digital signatures and audit trails

The Redflex facility is secure and all **Redflex employees undergo a full seven-year felony background check** prior to employment as well as follow-up background checks on an annual basis.

Each transaction is documented, audited, and archived, resulting in a vertically integrated solution, providing permanent safeguards throughout the entire lifecycle of the enforcement process.

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## Network Diagram

In the unlikely event of a catastrophe in which our processing facility was compromised, such as fire, our co-location facility ensures that the City would not skip a beat with respect to archiving or, more importantly, the work in process.

### Redflex Data Back-Up and Recovery

Redflex's headquarters contains its primary data center, which rivals most small ISPs in connectivity and capacity. Redflex uses state-of-the-art enterprise equipment by such providers as Cisco, EMS, EquaLogic, and Dell to ensure data integrity and uptime. Redflex's backup and data protection infrastructure extends far beyond the typical procedure of backup tapes taken to an offsite storage facility, utilizing an offsite co-location facility with near real-time data replication to identical hardware sets as the ones located at the primary site.

The primary site and co-location site are connected by a very high-speed private connection, and Redflex owns all the hardware at the co-location site. By using this methodology, Redflex is able to greatly minimize recovery and restore windows and greatly reduce, if not eliminate altogether, the potential for lost data. In the event of a disaster at the processing site, Redflex's real-time data replication environment allows for

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



a much faster and more reliable recovery than in a standard tape backup environment. With the use of real-time data replication, there is no nightly backup window or nightly backup delay. Since all the production systems are backed up to disk arrays, as compared to tape recovery, times are significantly better as multiple recoveries can take place simultaneously, if necessary (compared to one backup tape at a time). Redflex's goal has always been to provide its customers with the greatest level of data protection and highest level of uptime. Redflex also uses technologies that meet or exceed compliance standards for the storage of legal documents for all the citation data. Redflex's in-house IT staff has more than 20 years of combined experience.

### **Storage & Archives**

The City's data is saved in 3 locations:

- Archive Storage (original incident files) used to create court evidence packets
- Near-line Storage (images and video used during processing, printing, adjudication, online viewing)
- Database (all incident associated data used during processing, printing, adjudication, online viewing)

**Archives are created automatically upon incident capture and are imported into the system.** These archives are maintained to satisfy contractual and or legal retention policies. Upon request archives are pulled via an internal only web application from the Archive storage array. Archive purging is automatically performed based upon contractual and or legal retention policies.

Climate-controlled highly secure data  
center facility

## **J. TECHNICAL PLAN**

### **Technical Assistance**

Redflex has outlined and described our resources available to provide the City of Chicago technical assistance. Our regional office in Chicago as well as our corporate office in Arizona will continue to be available to address any problems with image quality, design the file layouts and the file transfer process, including the creation of all text data and headers to document the number of records being transferred, to test the files layouts and the file transfer process, and to address any problems with data or the file transfer process.



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



### **Help Desk**

Redflex has a fully staffed Help Desk with highly qualified associates who are trained in all aspects of our business and in customer etiquette and satisfaction. Redflex will develop and maintain a leading-class customer service organization to support the Chicago contract. We have an office in Chicago that will provide the City with a first line of support during normal business hours Monday – Friday 8:00 a.m. through 5:00 p.m. CST with an on-call option for all other times, including but not limited to, (1) document the problem, (2) track the problem's source, (3) oversee the correction of the problem, (4) report back to the City.

In addition to access to our local office in Chicago, we will make Our Corporate Headquarters based in our Scottsdale, Arizona help desk available to the City of Chicago. This office provides the infrastructure for processing millions of citation annually, research & development, program management and all ancillary support services.

**Staffing levels are maintained to ensure that 95% of all calls are answered by a representative within 20 seconds and that no caller is ever kept on hold for more than 60 seconds.**

Our Technical Services Unit operates with an internal escalation procedure to ensure timely and accurate responses in accordance with Escalation Procedures as agreed to with the City of Chicago. In addition to the above procedures and toll-free number, Redflex provides a complete list of back-up telephone numbers. These numbers will include the direct lines to:

1. The Redflex 24-hour live answer repair and service number
2. Redflex Chicago Offices
3. Technical Services Group
4. Redflex Customer Services Department (800 number)

Redflex is committed to maintaining a proactive relationship with the client for both pre-maintenance and emergency responses in order to maximize customer satisfaction.

### **File Transfer Process (FTP)**

The computer software and information system hardware provided will continue to be compatible with the City's Hardware and Software Standards as summarized in the "BIS Systems Architect Handbook". In Chicago we import incidents as normal using the City's host Oracle system (10GR) and interfaces via the File Transfer Protocol process. A dummy offender record is created at the time of import that allows us to pass the data through the violation authorization module.

Upon image and violation acceptance the still images associated with the violation are transferred to an FTP server into a folder named for the current date.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



At midnight Monday - Friday a job is run on our database that formats all of the data associated with the violations authorized during the previous 24 hours into a text file. A second text file is created which contains an index of the citation number and the name of the each image file associated with that violation. Both files are then sent to the same FTP server and placed into the same folder that contains the images for that day.

Chicago picks this information up and uses the data files to populate their system. They are responsible for obtaining DMV data, applying it to their database, printing and mailing of the citations.

### **Digital Image Verification**

As the largest provider of photo enforcement solutions in the USA, Redflex currently maintains the industry's most robust infrastructure for image verification. We have developed a scalable organization to ensure we exceed the needs and expectations of our growing customer roster, which currently exceeds 150 photo enforcement clients. At present we have the documented capabilities, staffing, policies, protocols and procedures to process and generate millions of citations annually with zero defect or error. In fact, we implemented a robust network that can without difficulty double our existing capacity and output. To demonstrate our current output, during the month of May 2007, our Operations Center achieved the following:

- ~ 400,000 violation incidents verified and processed
- ~15,000+ phone calls taken at our call center
- ~2000+ court packages prepared

Redflex is pleased to offer the City of Chicago a robust, web-enabled violation processing solution that incorporates the leading features and functionality available to ensure the City of Chicago can complete its work in the most efficient and effective manner possible.

This system is supported from our Corporate headquarters based in Arizona and was developed to enable law enforcement personnel to perform their responsibilities from any computer that has internet connectivity. We are in plans to provide this function from our Chicago regional office.

This dynamic application was designed from the ground-up to provide our partner jurisdictions with extensive capabilities, ensuring proper program management and effective risk mitigation.



These capabilities include, but are not limited to:

- The most secure chain of custody approach
- Driver license information matching,
- Incident review and quality assurance (two trained staff members)
- Multi-lingual call center with a toll free number
- Bi-directional court interfaces

### **Processing- Step A through Z**

The first step in the process is the secure decryption, transferring and uploading of incidents to the Redflex Processing System. Once the incidents are uploaded to our system, the processing commences with the first level of review and quality assurance; or what we refer to "Verification #1." Please refer to Attachment 4 for additional details of the pre-verification process.

### **Verification #1 (or V1)**

In the V1 phase a trained Redflex associate will extract the original "raw" images, video and violation data and commence the review process, which includes:

- Reviewing of all the photographic evidence
  - Multiple high resolution still images
  - Full motion video
- Confirm that a prosecutable violation has occurred that meets the criteria developed by the City of Chicago
- Zoom and crop images, lighten and darken for ease of reviewing (if desired by the City of Chicago)
- Extract (using OCR) or enter the license plate information

At each and every phase of the Redflex Screening and Quality Assurance process, our trained specialists will evaluate:

- The image clarity to depict:
  - A clear and unobstructed license plate
  - Violation information, like:
    - Location
    - Date

### **Quality Assurance Review**

Upon completion of the V1 stage only Redflex provides one additional quality assurance stage; which we call Advanced Quality Assurance. During this final stage, the incident is reviewed by a Quality Assurance Supervisor. This final review and confirmation ensures that the following processes were strictly adhered to. Once the incident passes the QA it is finally passed on to the City of Chicago for review and authorization.





Feedback loops are in place to ensure continuous training for all QA Specialists. All violations that are rejected at any phase of the QA process are reviewed daily by a QA analyst. The QA analyst is responsible for correcting any mistakes that are identified and then providing feedback to the operator to the shift supervisors thus adding an additional continuous improvement phase to our processing.

As outlined, Redflex will accurately capture and store images, establish chain of custody for images and process and issue citations for red light violations in accordance with the City of Chicago policy. To effectively meet this specification, Redflex will work closely with the Police Department to develop, establish and document business rules between the City of Chicago and Redflex, which will be used as standard screening guidelines by our staff and the City of Chicago for viewing and issuing citations. This will help maintain the consistency and effectiveness of the program.

#### **City of Chicago Review and Approval**

Redflex will provide a user friendly, intuitive and fully web-based application to the City of Chicago for review and authorization (approval or rejection) of violations. Because our system was designed working directly with law enforcement personnel, it is extremely easy to use. As a result to its intuitive navigation, it requires a minimal amount of time to use. In reality, many jurisdictions take between 10-15 seconds to review and approve violation images.

We pioneered the development of this web-based system and with our thought leadership we made some important design decisions including the "loading" of images as "thumbnails." Each thumbnail is large and clear enough to read a vehicle license plate; but will load in seconds versus the pain experienced when downloading extremely large image files. In fact, with our success, our competition is unsuccessfully attempting to replicate similar system.

Redflex will provide the City with a fully web-based system for review and approval of all violations and for running a comprehensive suite of program reports. These on-line activities are made possible through our WebOps program. This application is completely web-enabled and can be accessed by assigned users through any computer with Internet access. The application is available to authorized Law Enforcement personnel and is completely secure using user management and Internet security protocols. WebOps was developed in conjunction with various law enforcement agencies to ensure ease-of-use and intuitive navigation. Once an officer is logged-in to the application, a list of all violations can be viewed. The listed violations that have not been accepted or rejected are ready to be viewed. Each citation notice includes all required information and authorized police personnel have the option to review each notice and indicate violation acceptance or rejection. When violations are accepted, the application utilizes digital signatures confirming City authorization of the notice.

In addition, the violator will also be able to view their citation online through [www.photonotice.com](http://www.photonotice.com)

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**

A screenshot of the Chicago Department of Revenue's digital automated red light enforcement program login page. The page has a header with the department's name and logo, and links for Privacy Policy, FAQ, and Customer Service. The main content area includes a 'Welcome' message, a note about required information, and input fields for Citation Number and License Plate Number. There is also a 'Login' button and a 'Verify License' link.

In addition, we are currently developing the still image addition to photonotice.com for the City of Chicago and will be operational as soon as testing is complete. This feature is already available to most of our clients.



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



## **Reports**

Reports may be displayed on a monitor via secure Internet access or printed and supplied to the City. With the **web-based reports**, selected City management can create reports to assist with management or policy decisions. Redflex maintains database reporting systems and statistics modules that are capable of providing detailed information regarding every component of the programs performance.

The Redflex Program includes very **robust querying** and reporting capabilities.

Utilizing web-based interface and robust user management protocols, as various City agencies will be accessing mission critical information.

### Online Management Reporting

Users have access to suite of Online Reports via the web. The users' name and password will determine what level of access and which reports are accessible.



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



Once logged-in, the user will have the ability to run nearly a dozen different reports. Standard reports are identified and configured by the unique needs and requirements of the partner City.

Reports may include:

- Management Reports
- Violation Reports
- WIP Reports
- Operations Summary Reports
- Incident Lookup Reports

### **Customer Management Report**

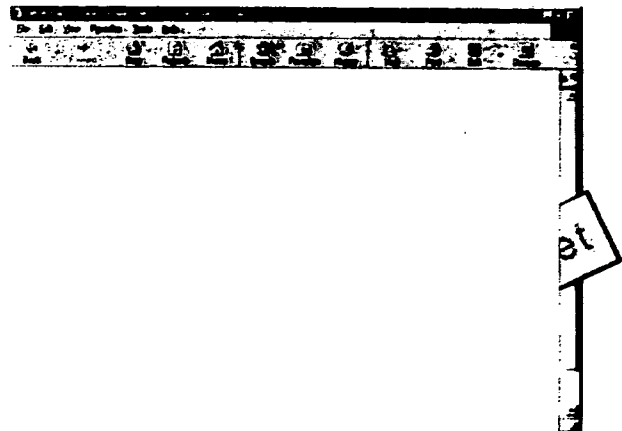
The majority of the information requested by the City is captured in the Redflex Customer Management Report.

In entering the parameters of the desired, such as the "Date From" and "Date To" parameters are the range of **dates and times** that the violations occurred. If you want to know the numbers for a given day, the "Date From" and "Date To" will be identical. The "Detection Type" parameter is used to determine which type of violation you want. Redflex Traffic Systems provides customers with the capability of capturing red-light violations, fixed-speed violations, and/or speed-van violations.

After you have selected the parameters to generate the report, enter the "Submit" button to view the report.

The system will generate a report similar to the one seen below. The report will show various locations currently on-line, including citation volume and a breakout of controllable and not-controllable factors.

Use the printer icon above the



**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



"Preview" tab to print the entire report. Use the envelope icon to export the information on the report to an **Excel spreadsheet** or **Word document**.

In addition to the easily accessible reports described above, we will provide the City of Chicago on a monthly basis the following type of report:

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



The SmartOps application also allows the Police to quickly query the system for violations based on a variety of search parameters, including Name, Citation Number, Date, Address, Plate Number and Incident Number.

---

### **Traffic & Violation Statistics**

These reports include **real-time statistics** on the following:

- Traffic Counts by Lane
- Speed of Vehicles by Lane
- Total Traffic Volume by Intersection (ADT)
- Type of Traffic by Vehicle Axel Count
- Violation Volume by Lane
- Violation Volume by Time of Day and Day of Week
- Violation Egregiousness (How Late Into the Red Phase)

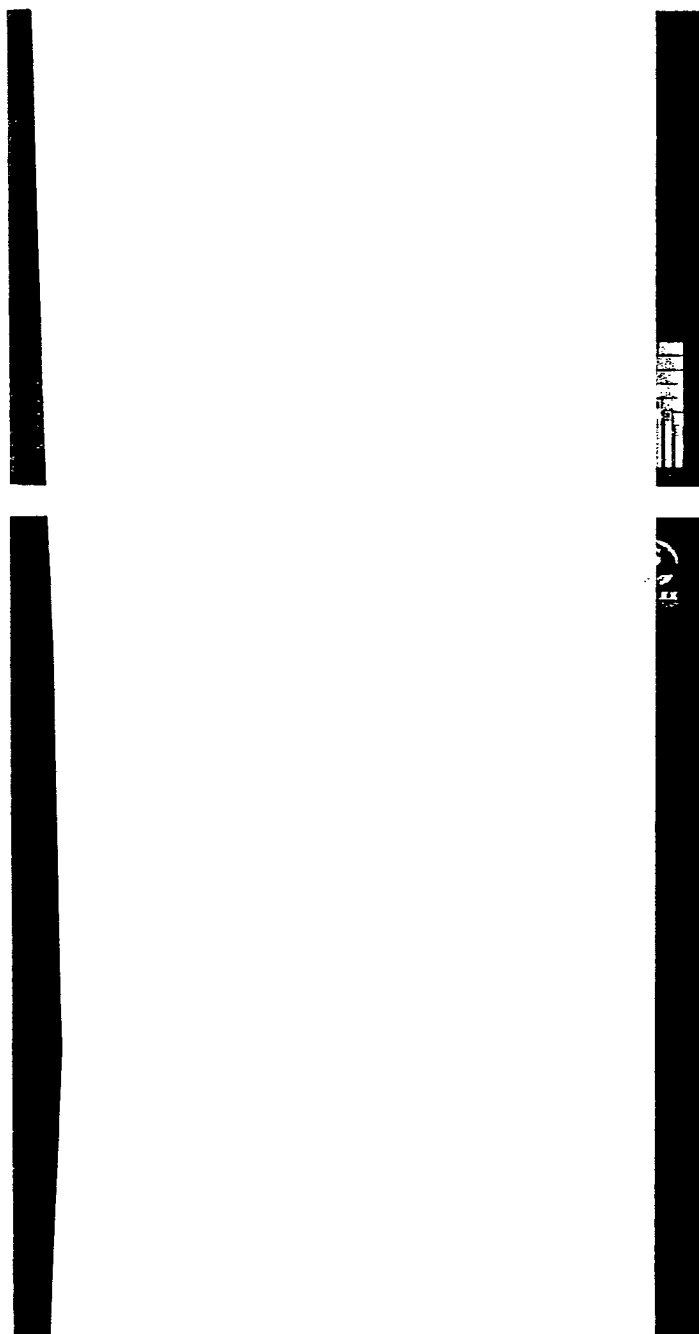
Each of these reports can be queried by setting the specific timeframe of interest, by day, week, month or year.

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



### Sample Traffic Volume Statistical Graph

The Redflex Program provides "real-time" intersection and traffic statistics. The table below provides information about **vehicle volume by lane of traffic and time of day**.





**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**

---



In addition we will also continue to provide the City of Chicago with a yearly graph illustrated by month as shown below:

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



## **Public Awareness Campaign**

Redflex recognizes that a focused and comprehensive Public Awareness Campaign is a critical element to the ultimate success of a Photo Red Light Enforcement Program. As the City of Chicago develops a world class comprehensive automated enforcement safety program, the City has the ability to be a role model within North America and around the globe. As the longest continuously operating provider of photo enforcement programs, REDFLEX has analyzed the most effective tools for developing, producing and executing the most effective public outreach campaigns.



## **Radio Campaign**

Redflex is proposing to offer the City of Chicago with a public information campaign that includes the production of Public Service Announcement (PSA) spots for radio and copy for print publications.

## **The Redflex Team**

Cristina Weekes, Vice President of Marketing has over 20 years experience in marketing strategy with Fortune 500 companies. Her most recent seven years of experience she was the Principal/Owner of Strategic Marketing Resources, Inc. Her client roster included bio-technology, VoIP, business to business services, and consumer packaged goods firms. Prior to starting her own business, she held the position of Vice President of a management group for Hick, Muse, Tate, and Furst venture capital firm out of Dallas, Texas.

In her role at Redflex, Ms. Weekes is responsible for marketing strategy, community outreach/public relations, market-driven product development, and government relations.

REDFLEX Agency of Record - Redflex has engaged, Fogarty, Klein, Monroe (FKM) as agency of record for advertising and public relations. FKM and its subsidiary Stevens FKM are nationally renowned for top notch advertising campaigns and public relations. This full service firm has the capability to provide press release consultation, media event guidance, website design recommendations, and public service announcement development and trafficking.

FKM's client roster includes: Waste Management, Dell Computers, among other leaders in their respective industries.

## **The Plan for Chicago**

Redflex will work in conjunction and with the assistance of the City to develop a robust Public Awareness and Outreach Campaign that will be based on research to ensure tailored messaging for the community. REDFLEX has engaged an agency of record FKM

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



Stevens, will work together with the City of Chicago to script communications with fact based messaging regarding the effectiveness of red light photo enforcement. FKM Stevens is a premier public relations and advertising agency with full service capabilities. No other photo enforcement vendor offers this level of professional expertise.

Redflex is committed to ensuring that the City has a successful campaign that is built from the Redflex Public Awareness Services Department that provides a comprehensive public information program based on our experience, Redflex is aware of the critical need to communicate effectively with the public when new programs and services are introduced. The support of citizens is critical. Various independent public polling has shown that a clear majority of citizens across the USA. approve of the concept of photo enforcement; public awareness serves as a means to continue and build upon the support already developed. One of the most critical messages that need to disseminate to the community are the tangible safety benefits that accrue to every member of the community.

Redflex will support the City with a robust Public Awareness Campaign that will be based on research and public polling to ensure tailored messaging for the city of Chicago.

In keeping with the City's requirement to provide a public information campaign that includes the production of Public Service Announcement (PSA) spots for radio and copy for print publications, we have devised the following plan:

Redflex will work with the City in the coordination of integrated outreach mediums including public service radio, public service television, press releases, print interface, out door billboards, and media events. A turn key public outreach kit will be provided including:

- Frequently Asked Questions
- Traffic Safety Facts
- Press Release Template
- A photo enforcement "Facts vs. Myths" handout
- Data from other successful community safety automated efforts
- A straightforward explanation of photo enforcement technology
- Website assistance
- Effective Media Events

Redflex will also work with the City to develop a plan to utilize mainstream media to disseminate critical program information. As part of this plan, Redflex proposes the periodic publication and dissemination of photo enforcement in the news and in community newsletters. It would contain cumulative statistical data on the program, clear up any

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



misnomers regarding photo red light enforcement, and explain how photo enforcement technologies and systems work to save lives. Some possible activities may include:

- Public Service Announcements (PSAs)
- Direct Mailings & Informational Postcards
- Informational Handouts including flyers, billboards, bumper stickers, plastic cards, balloons and community newsletters
- Street Signs in addition to the intersection specific signs
- Developing copy for guest columns in local newspapers
- Coordinating with local newspapers for endorsements on editorial boards
- Coordinating local columnists in order to brief them on the project and solicit their interest and support
- Identifying and contacting key electronic (radio and television) media public affairs and news programs to encourage coverage
- Developing copy for distribution to the media, issue papers that address pertinent public policy issues raised by photo enforcement, as well as answer specific anticipated criticisms of photo enforcement
- Organizing supplemental news conferences to announce significant project milestones. Regularly identifying and positioning photo enforcement's positive message to electronic and print media that support the program's public safety goals

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



**Sample Materials:**

Radio Spots ( CD's included with sample recording as Attachment 3) :60 Spot

SFX: *(Brakes squealing, glass breaking)*

VO: Is there ever a good excuse for running a red light?

What if you're late for work?

Or you have to pick up the kids from school?

Or catch a plane?

SFX: *(Brakes squealing, glass breaking)*

Every year in America, almost a thousand people die in red light accidents.

Hundreds of thousands more are injured. Maybe even someone you know.

All because some people think it's okay to run red lights.

But now we have a way to make Chicago safer.

Red light cameras.

Proven to reduce accidents by 50%.

That's right. Red light cameras reduce accidents by half.

Red light cameras save lives.

SFX: *(Brakes squealing, glass breaking)*

So next time you're in a hurry, stop and think.

Is there ever a good excuse for running a red light?

Not any more.

This is a public service message from The City of Chicago



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



---

**Public Outreach Television**

**REDFLEX Public Outreach experience in based on years of experience in developing fact based breakthrough message delivery. A custom program will be developed to support the largest community safety program in the City of Chicago.**

**(The following is a sample PSA that can also be used as a radio spot)**

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## Web Site Development

It is important to utilize this increasingly popular medium for communicating with the public regarding the City of Chicago's program. Redflex can provide the City of Chicago with sample web pages that can be utilized to convey information about the program. We will work with the City of Chicago to provide copy which will highlight the program and address many frequently asked questions.

### City of Chicago Website

The screenshot shows the City of Chicago Department of Revenue website. The header includes navigation links: [Loan](#) | [Home](#) | [News](#) | [Events](#) | [City Departments](#) | [Site Map](#) | [Contact Us](#) | [Search for:](#). Below the header is a banner for the **CHICAGO DEPARTMENT OF REVENUE**. The main content area is titled **About Red Light Camera Violations**. It includes sections for **What is a red light camera violation?**, **How does the system work?**, **What type of a ticket/violation is this?**, **What does the violation notice show?**, **Turning right on red: my car is in the first picture, but not in the second?**, **The vehicle in the photo is not my vehicle**, and **Do red light camera violations count toward the eligibility for the boot?**. A left sidebar contains links for **Department Home**, **Parking in Chicago**, **Tax Services**, **Miscellaneous**, **DOR Forms**, **Customer Survey**, **About the Department**, and **Contact Info**.

**City of Chicago Website**

[Loan](#) | [Home](#) | [News](#) | [Events](#) | [City Departments](#) | [Site Map](#) | [Contact Us](#) | [Search for:](#)

[For Residents](#) | [For Business](#) | [Exporting Chicago](#) | [Your Government](#)

**CHICAGO DEPARTMENT OF REVENUE**

You are here: [Home](#) > [Your Government](#) > [City Departments](#) > [Revenue](#) > [Parking in Chicago](#) > [About Red Light Camera Violations](#)

[Print Version](#)

**Department Home**

**Parking in Chicago**

- [Pay or Search for Your Tickets On-Line](#)
- [Parking Ticket Payment Plans](#)
- [Boat & Tow Information](#)
- [Challenging Tickets](#)
- [General Parking Ticket Information](#)
- [Parking Meter Information](#)
- [Parking Permit Forms](#)
- [Parking Your Motorcycle or Scooter in Chicago](#)
- [Parking Your Commercial Truck](#)
- [Payment Options & Center Locations](#)
- [Red Light Camera Violations](#)

**Tax Services**

**Miscellaneous**

**DOR Forms**

**Customer Survey**

**About the Department**

**en Español**

**Contact Info**

**About Red Light Camera Violations**

**What is a red light camera violation?**

The red light camera program was introduced to the City in November 2003 and was implemented to reduce speeding and promote safety. The cameras have reduced red light violations by 30% and have shown to be beneficial in improving the quality of life in Chicago. Currently there are 20 intersections that operate a red light camera system. The City plans to increase the number of cameras within the next few years. To learn more about the Red Light Camera Enforcement Program or to view a list of intersections that have a red light camera, visit the [Chicago Department of Transportation Website](#).

**How does the system work?**

Violation notices are issued by the Chicago Department of Revenue to the registered owner of a vehicle when an automated camera records vehicles proceeding into an intersection in violation of a traffic signal. If you violate a traffic signal at an intersection operated by a red light camera, you will receive a red light violation notice in the mail in approximately 30 days. The City mails notice upon receiving registration information from the Illinois Secretary of State or the vehicle authority of the state of registration.

**What type of a ticket/violation is this?**

The red light violation is not a uniform traffic citation. Payment of the red light violation will not impact your driving privileges and is similar to receiving a parking violation that is issued to vehicles. Failure to pay or timely contest the violation may subject you to additional enforcement activities, including the immobilization of your vehicle (boot).

**What does the violation notice show?**

The violation notice shows the three photos taken by the red light camera system.

- Photo 1- shows the vehicle triggering the red light camera, before entering the intersection.
- Photo 2- shows the vehicle continuing through the intersection, violating the red light.
- Photo 3- shows a close up of the vehicle's license plate.

**Turning right on red: my car is in the first picture, but not in the second?**

It is very likely that you did not come to a complete stop before turning on red, as required by law. The first picture captured your vehicle triggering the red light camera system. When the camera took the second picture, your vehicle had already driven out of the frame of the camera (sections 9-16-130 and 09-15-050 of the Municipal Code of Chicago).

**The vehicle in the photo is not my vehicle**

If you believe the vehicle or plate number shown in the photograph on the violation notice that was sent to you does not belong to you, please contact the Department of Revenue immediately at 312-744-PARK.

**Do red light camera violations count toward the eligibility for the boot?**

Yes. Red light camera violations that become final determination and remain unpaid will count towards eligibility for the boot.



## 6. MAINTENANCE AND OPERATION

### Maintenance program - Overview

Redflex Traffic Systems provides a comprehensive Maintenance & Support Program, which is available to the City of Chicago by providing a multi-tiered approach. Those components are; Preventative Maintenance, General Maintenance and Emergency Response. These practices have allowed Redflex to maintain Chicago's Enforcement Systems above performance benchmarks since the inception of the program. The overall issuance rate has been in excess 90% for greater than two years. The proven maintenance plan Redflex deploys will ensure optimal program performance (refer to Attachment 2 for a sample maintenance agreement/warranty statements as used in our existing contract with the City).



### Scope of Work

The Redflex Maintenance team's scope of responsibilities may include, but is not limited to the following:

- Dedicated site support through preventative and on-site maintenance programs designed to identify potential problems expeditiously before they affect system operations as well as the repair of identified discrepancies while minimizing downtime to operational systems.
- Monitor/coordinate Street Maintenance using sub-contractors and Chicago Department of Transportation as required.
- Run/Maintain/Monitor systems at peak efficiency with little or no input from the customer; the operation of the system should be transparent to the customer while ensuring their inputs and desires are being met.
- Redflex Supported 3rd party applications are maintained and upgraded with software and hardware support for the duration of the contract through standard maintenance practices.
- Data extracts from legacy systems will be transferred as needed to ensure vital information is maintained for optimal performance.
- Remote and on-site troubleshooting and debugging for production issues are available daily to ensure the highest quality images are produced.
- Validate quality of plan/output from the implemented solution; system performance will be measured against predicted production to ensure the solution effectively produces desired results.
- On-site assistance for planners and end user training.



- Interface with Redflex support and development for product enhancements and customer specified modifications.
- Upgrade and documentation support
- Hardware and system upgrade/changes support
- Integration workflows support
- On-site customizations

## **Preventative Maintenance**

Monthly onsite maintenance inspections are performed to ensure potential problems are identified before a malfunction occurs. Preventative maintenance is executed each time a technician responds to perform **any** maintenance function requiring them to be onsite.

Preventative maintenance includes but is not limited to:

- Cleaning the camera enclosure glass when required.
- Inspect the cabinet for signs of leaks, wear and/or damage and clean as necessary.
- Inspecting cables, connectors and hardware for signs of wear or damage.
- Inspecting poles, bases and enclosures for signs of damage and to ensure proper alignment.
- Inspecting in-ground detection devices for signs of wear or damage.
- Testing cabinet safety devices for proper operation to ensure safe working conditions for maintenance personnel and the general public in the case of an accident that could expose the public to operating voltages.

Each site will be visited on a monthly basis to perform preventative maintenance as a minimum.

Preventative maintenance tasks will be documented in the intersection maintenance log for every inspection being performed. This document is stored on the approach computer to allow Redflex technicians to keep track of prior maintenance issues. Entries will include:

- Date and time inspection performed.
- Technician performing inspection.
- Results of the inspection.
- Reason for inspection. (i.e. scheduled or as a result of other maintenance)

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



Preventative maintenance inspections will be performed on a rotational basis to ensure each site is visited within a month's time. While onsite the technician will fill out a form (punch list) of checks made, this program is to be detailed more thoroughly later in the proposal.

This preventative maintenance program will be monitored and scheduled by Chicago's Lead Technician and the Technician Supervisor. With the size of Chicago's Enforcement Program Redflex will divide the City into sections; the number of regions to be determined by systems installed. A staffing plan is detailed later in the proposal including potential boundaries for each region.

### **General Maintenance**

The general maintenance program is based on a strict regimen of daily checks. Those steps along with the immediate response to problems as they are found have been pivotal to the issuance rates observed in Chicago. A quick explanation of the processes is place;

#### **Remote status checks**

Remote status checks consist of two distinct segments; daily operational and quality checks, which together provide positive, near real time, and daily operational feedback that the system is functioning properly and producing the desired results.

#### **Daily Operational Checks**

The central server automatically downloads digital violation images from the camera locations to the server in Redflex office in Chicago. This process allows for automated reports to be generated by the system and provided to the Director of Operations, Technician Supervisor, Chicago Lead Technicians and the Redflex Helpdesk. These key individuals evaluate the daily activity of the intersection cameras and the central server to determine if there are any anomalies in the data provided.

The reports generated contain red light offense detection information, which indicates the number of red light incidents detected in each lane for each monitored approach and incidents reviewed that do not meet the minimum required amount of still images such as the incident file contained 1 scene image and 1 plate image, when it should have contained 2 scene images and 1 plate image.

If detections have occurred and there are no reported missing images at an approach the system is operating properly. Operational verification and image quality is done by the violation processing associates in Chicago and will be discussed later in this document. If there have been no detections at an entire approach (each lane of travel for a specific enforced intersection) a series of systems checks are performed and documented in a comprehensive intersection maintenance log.

The daily operational system checks are performed on each individual camera and are accessed remotely via the system's computers through the secure, high-speed



**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



communication connection. The system checks as described below include verifying that the system parameters are properly configured, verifying software settings are accurate, confirm that the download folder is properly configured, authenticate that the detection system is exhibiting proper activity and signaling sequencing, and complete a real life offence simulation (usually triggered during a green phase) to validate it is capturing successfully.

System parameters that are verified include:

- The camera has a valid certificate to ensure it is authorized to process encrypted information.
- The enforcement mode is enabled and in the correct mode (e.g. red light only, speed only or both).
- The enforcement mode is set to the proper application (red light, speed or both).
- The amnesty period (time in the red phase at which point the cameras can capture offenders) is properly configured.
- The detection device that interfaces to the external input signals at the intersection (e.g. inductive loop signals) is configured and functioning correctly.
- Each lane enforced has the appropriate image capture settings configured to capture the offending vehicle at the appropriate time during the violation, and that it is set to the correct enforcement mode (e.g. red light only, speed only or both).

The system settings are checked for accuracy, these setting include:

- The speed limit is selected to be imprinted on the violation.
- The data block has accurate information identifying the proper location, machine identification and software version used.
- The loop separation is accurate in accordance with loop installation positioning.
- The individual cameras settings are correct; focus, zoom and exposure are properly configured for each.

The download folder is the place on the camera system where offence files are stored until the import server successfully downloads them. It acts as a temporary storage facility at the intersection that can handle up to 5000 offence files. This folder is checked to ensure proper connectivity to the importer server by verifying:

- The software is configured to place the offence files in the proper file folder location.
- The file folder location has the correct security access and is accessible to the import server.

The detection systems are checked for proper activity and signaling sequencing:

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



- Ensure the detection device is communicating with the main camera system.
- Ensure red, amber and green phase indications are represented for each signal phase change. Still images can be captured in real time remotely to verify that the phase message received from the detection device corresponds to the phase shown in the live still image taken.
- Ensure each lane being monitored by the detection device has the appropriate number of messages to capture an offending vehicle.

Each system is equipped with light monitoring software, allowing the cams to adjust for different conditions:

- The communications to the light detection device are confirmed.
- Software settings are verified; polling time, lux values are set properly.
- Images are confirmed to have appropriate settings for lighting conditions.

Recording of streaming video, each approach will be equipped with software allowing video to be stored at minimum 72 hours:

- Technicians to confirm video is up to date by replaying file
- Verify video is actively recording; validate file size is increasing while onsite.

A Real Time offence simulation system check is performed during the "green phase" of the signaling to verify proper operation and sequencing of image sets. This final check simulates an offense to verify all system parameters including image capture and encryption packaging are functioning properly.

### **Daily Quality Checks**

Two departments perform this process; Operations and Technical Services. Images are viewed by the Violation Processing Department in Chicago as they are downloaded by the system and processed to be forwarded to the Department of Revenue. If a Processing Associate discovers a quality problem such as a license plate is blurry, camera alignment is not correct or the video is not functioning properly, they log the malfunction on an internal website, which is monitored by the Helpdesk and Chicago's Technical Staff. Chicago based Lead Technicians monitor the website during the day to accept inputs from the Processing Associates, performing initial evaluations on the validity of the submitted reports. This helps to ensure timely repair by a member of the Technical Services Staff.

The other procedure occurs with checks performed by Lead Technicians. Part of their daily routine will include reviewing images from assigned regions of Chicago. The Lead Technicians will view an incident from each approach throughout the City. This allows them to confirm the enforcement systems to be working properly; flashes to be firing, data blocks to be correct, precise camera alignment and phasing sequence is working properly. With either process as in issue is recognized a Work Order is generated through the Redflex Maintenance Database.

**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**



Once the discrepancies are logged, the Lead Technician develops a work order to be assigned to the Technician responsible for handling the City of Chicago's system issues. The work order provides a means for tracking open and resolved issues as well as providing a means to track on-going system issues to identify opportunities for system enhancements.

The Lead Technician will assign the work order to the appropriate Technician; they'll attempt to perform remote repair activities as previously discussed to remedy the problem. If the problem cannot be resolved via the remote capabilities previously described the Technician will then be dispatched to repair the problem at the intersection.

**Emergency Response - Knockdown Procedures  
Recognition**

Upon recognition, via notification or site checks of damaged equipment, Redflex will coordinate the removal of the damaged equipment and ensure the site is safe. Once this has been accomplished, arrangements will be made to return the approach to normal operating conditions as soon as possible. Redflex will contractually guarantee the approach will be back up and operational within 48 hours. This may be accomplished in a number of ways; the most common method of this is to use local sub-contractors to repair the construction damage while Redflex Technicians prepare the replacement of the computer and camera systems.

**Reconstruction**

Redflex technicians will evaluate the damaged equipment and existing infrastructure to determine the extent of the damage caused by the vehicle accident.

Sub-contractors will be notified of required repairs and necessary equipment will be supplied by Redflex to facilitate repairs. Redflex Technicians will install camera and computer systems and return the system to an operational status.

Currently Redflex currently stockpiles one complete DARLEP system. If awarded the contract, Redflex would make available an additional system for the purposes of system failure. It is understood any parts used are to be replaced with 7 business days.

**Testing and commissioning**

Upon completion of reconstruction the Redflex Technician will conduct a series of tests and system alignments to ensure the equipment is properly configured and checked. When satisfied the approach is returned to its previous condition the Redflex Technician will return the system to an operational status.





## MAINTENANCE PROGRAM – DETAILED

### Preventative Maintenance

In a proactive effort to minimize equipment failure Redflex will perform onsite preventative maintenance on a monthly basis. Each approach will have operations confirmed by a trained Redflex Technician at minimum once a month. The onsite checks will be detailed via Preventative Maintenance Check List; these forms are stored electronically and will be available to Chicago upon request. Some of the key steps to the program include:

### Visual Inspection

While onsite the technician will perform a visual inspection of the area looking for any potential image blocking objects. If an object is found the tech will photo and bring to the attention of the city. If possible the tech will use the camera from the enclosure to show how the object impedes the image quality. An example is given; this image is from the intersection of Foster and Nagle. The visual inspection will also include the surrounding public and city property, the general boundary being a one block radius of the intersection. If an issue is found the appropriate City department will be notified. Redflex will keep an up to date notification list of phone numbers within the cabinet. Additionally, all Redflex technicians will have a digital camera available to document anything they may find out of order.



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



### **Wipe Down the Enclosure and Glass**

Each approach will have the glass wiped down. After the enclosure has been cleaned the camera alignment will be verified prior the personal leaving. While on the ladder the enclosure and glass seals will be examined for cracks or weathering.

### **Clean Flashes**

With each onsite visit the flash alignment will be checked and the flashes will be cleaned.

### **Clean Cabinet**

The technician will wiped down the cabinet and paint over any markings or graffiti present.

### **Street Inspection**

The lanes will be inspected for street deterioration, looking for potholes or cracking. The loops will be checked; sealant levels will be confirmed good and the Technician will verify the loop wires are not protruding. Finally, the violation and lane lines will be confirmed in place. CDOT and OEMC will be notified of any observed poor road conditions or missing pavement markings.

### **Loops Dives and Splices**

Redflex personal will inspect loop dive boxes for wear or cracks and that is properly sealed. While the box is open each splice will be checked for weathering. If the epoxy appears to be cracked or the splice has been exposed a new splice will be made. The wire will be determined to be of good quality (no corrosion or discoloration) before a new splice is made.

### **Foundation Seals**

During the visit the tech will check each piece of equipment has a silicon seal between the base and the foundation.

### **Grounding**

Each foundation has been provided with a ground rod, the connections will checked with each visit.

### **AC Power**

The AC power will be checked using a DVM (digital volt meter), if the incoming AC is +/- 10% both OEMC and BOE will notified of the reading.

### **SBC NID Boxes**

Technicians will confirm all connections at the SBC NID boxes, making sure there is nothing is loose or corrosion is present. Also the boxes will be confirmed tight to the pole, making sure they will not fall off and cause potential communication issues.

### **Lubricate Locks**

Each of the padlocks will be treated with graphite, helping to prevent locks freezing up and rust.



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program

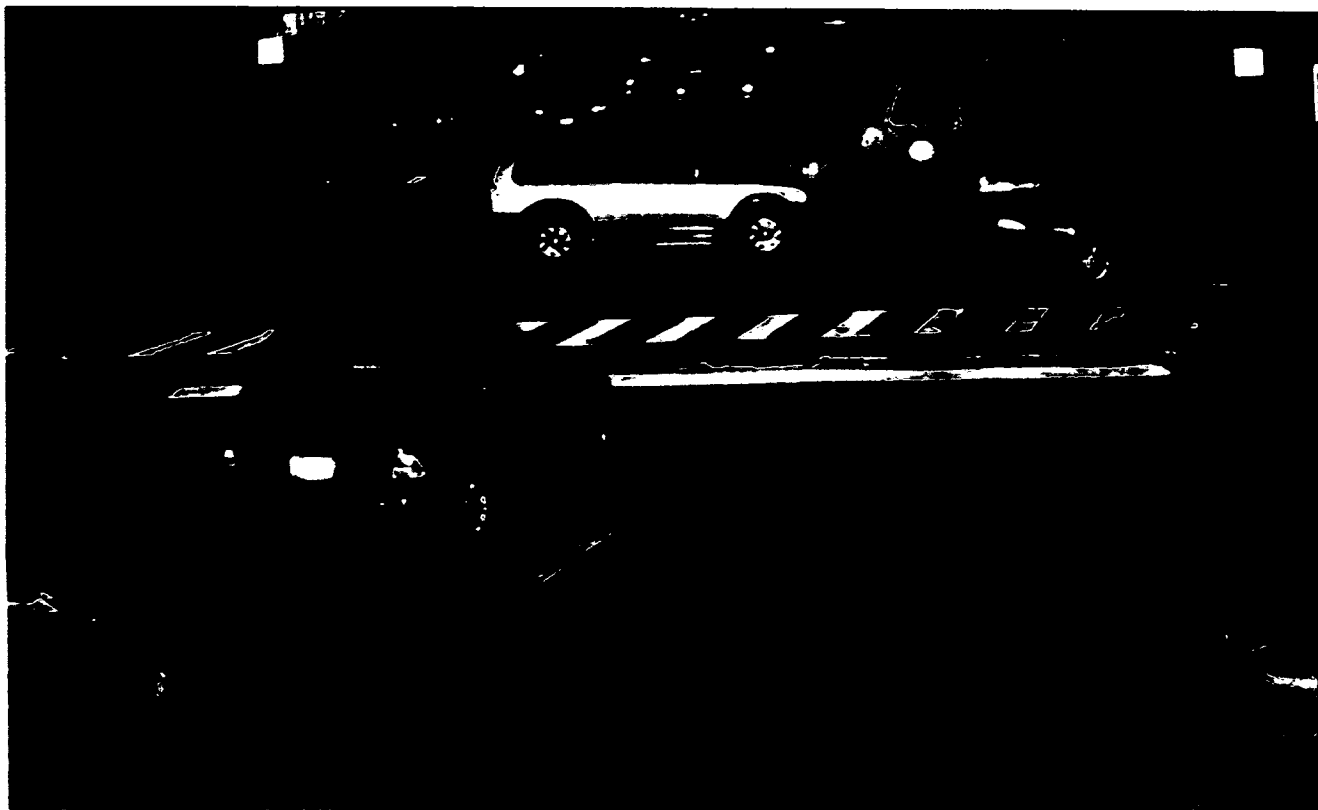


### Enclosure Communications

The computers will be accessed while onsite, the technician using software will dial into each approach computer. All other devices will have confirmation of open communication; streaming video server, routers and modems.

### Live View Images

Smartcam has utilities that allow the Redflex technician to take images. The first is live views. This allows for an image to be taken without a car committing a violation. Live view images can be taken with any of the cameras in the enclosure. This process allows the technician to verify image quality along with confirmation the flashes are firing.

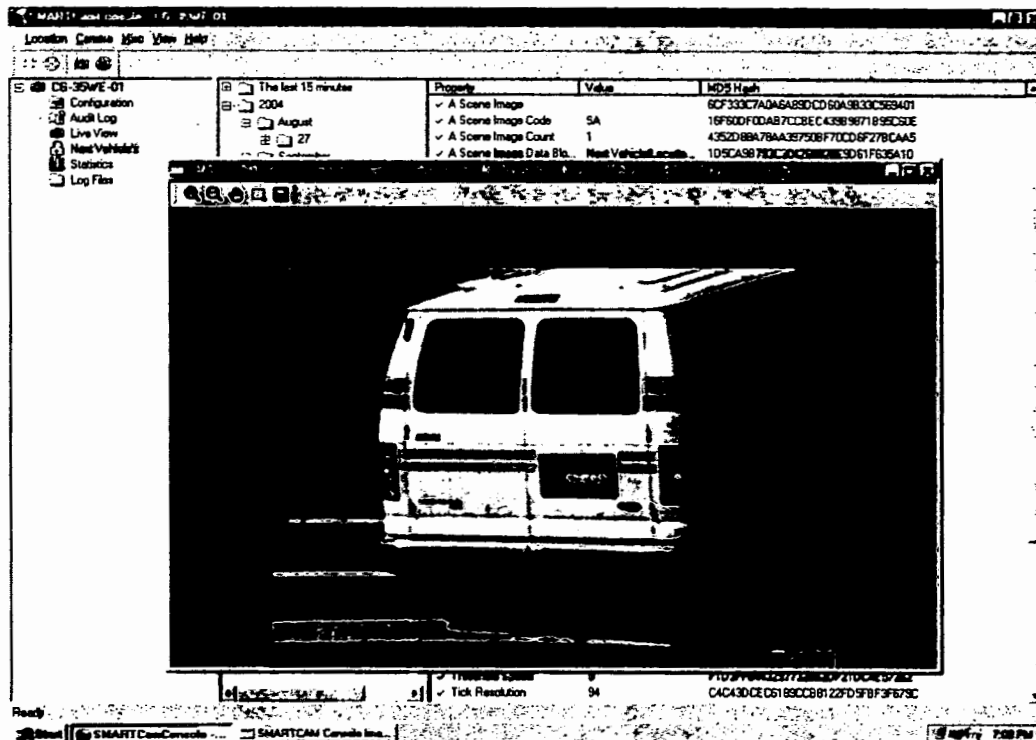


**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



### Next Vehicles

The other image utility available to the Redflex technician is Next Vehicles. Next Vehicles not only confirms image quality but also test various aspects of the system. Next Vehicles takes all 3 images that would occur with a true violation without having the red light. This shows the technician that placement is correct for each still image and they are package together correctly. The correct placement confirms that the loops are working.



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



### Confirm Serial Communications

Smartcam has a confirmation that each detection device (SDCM) has communications working in both directions. The SDCM detects any car riding over the loops and allows the software to recognize the phase sequence of the approach. If a technician finds that a SDCM is not reporting properly they can attempt to REBOOT or PING the SDCM.

The screenshot shows the 'Active Enforcer' configuration window. At the top, there are tabs for 'Enforcement', 'Security', 'Data Storage', and 'Watchdog'. Below these, the 'Active Enforcer' section shows 'Redflex Traffic Systems Site Controller' and 'Enforcement Mode' set to 'Multizone' with an 'Enabled' checkbox. The 'General' section on the left includes 'Exception Handling' (with 'Debug' and 'Debug2' options) and 'Data Block' (with 'Redlight', 'Speed', 'Redlight and Speed', and 'Face' options). The 'Slave Camera' section shows 'Lane Configuration' with options 1, 2, 3, N/A, N/A, and N/A. The main configuration area includes 'COM Port' (COM2), 'Baud Rate' (38400), 'Data Bits' (8), 'Parity' (None), 'Stop Bits' (1), and 'Flow Control' (None). A 'Loop Separation' table lists lanes 1 through 6 with their respective 'Loop' values and 'Confirmation' status. At the bottom, there are fields for 'Software Version' (10.2), 'FPGA Version' (18.2), 'FPGA Major Type' (Redlight), and 'FPGA Minor Type' (Loops). A 'Maximum Message Life' field is set to 500 milliseconds. 'Ping' and 'Reboot' buttons are located at the bottom right.

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



## Phase Configuration

As mentioned the SDCM allows the software to recognize the phasing sequence of the approach. There is a mapping screen that allows the technician to confirm communications are working properly and things are wired up right.

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



### **Violation Video Check**

With each violation a 12 second video clip is attached. While onsite the Redflex technician will confirm the video feed to be working properly. Also the technician will verify the alignment & clarity of the video.



### **Streaming Video Check**

Every approach has been set up with a streaming video server. This streaming video feed will also be checked and confirmed to be in working order. This feed can be accessed at the intersection via Explorer. The technician can set up frame rate, color and other various broadcast settings.

### **Streaming Video Record Process**

Each approach will be set up with a software package to allow the recording of the streaming video. The Redflex Technician will confirm the recording process to be working properly; he'll view the recorded video and verify at least the prior 72 hours have been stored.

### **Confirm Flashes**

Prior to leaving each flash will be confirmed in working order, this will be done two ways. The technician will fire the flash both manually and by taking a live view images.

### **Communications to Processing**

The technician will confirm communications are working from each enclosure to the image storage server. This can be done by pinging the specific IP address in either Scottsdale,



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



AZ or Chicago from the approach computer. Also, the technician can view a software utility page to confirm the approach IP is communicating.

**Valid Certificate**

Each enclosure computer requires a certificate for active enforcement. While onsite the technician will confirm the certificate to be installed.

**Technician Punch List**

As specified earlier while performing the checks the technician will fill out the Preventative Maintenance punch list. These sheets will be made available to Chicago upon request. A blank Preventative Maintenance Sheet is shown below:

**PREVENTATIVE MAINTENANCE CHECKLIST**

|                  |       |     |
|------------------|-------|-----|
| TECHNICIAN NAME: |       |     |
| APPROACH NAME:   |       |     |
| APPROACH IP:     |       |     |
| DATE:            |       |     |
| INTERSECTION     |       |     |
| TIME ON SITE:    | FROM: | TO: |

**STEP 1: Verify signs all directions (Yes/No)**

|            |  |
|------------|--|
| Northbound |  |
| Southbound |  |
| Eastbound  |  |
| Westbound  |  |

**STEP 2: Check street and loop conditions (Excellent, Good, Fair or Poor)**  
 (Describe problems in NOTES at end of form)

|                   | LOOP | STREET |
|-------------------|------|--------|
| Lane 1 / Leading  |      |        |
| Lane 1 / Trailing |      |        |
| Lane 2 / Leading  |      |        |
| Lane 2 / Trailing |      |        |
| Lane 3 / Leading  |      |        |
| Lane 3 / Trailing |      |        |
| Lane 4 / Leading  |      |        |
| Lane 4 / Trailing |      |        |

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



**STEP 3: CLEAN GLASS AND APPLY "RAIN-X"**

**STEP 4: Measure Voltages and check grounding**

|                                  |  |
|----------------------------------|--|
| AC Input Voltage (~120vac)       |  |
| DC Power Supply Voltage (~12vdc) |  |
| Grounding? (Yes/No)              |  |

**STEP 5:** Dial into BOTH enclosures and disable violations in Smartcam. Wait for RED phase, then remove power plug from back of SDCM. Remove 25-pin connector from loop connector board. Then measure loop resistance. Reconnect 25-pin, then reconnect SDCM power plug during RED phase. Re-enable violations on both enclosures.

|                             |  |
|-----------------------------|--|
| Lane 1 Leading loop (ohms)  |  |
| Lane 1 Trailing loop (ohms) |  |
| Lane 2 Leading loop (ohms)  |  |
| Lane 2 Trailing loop (ohms) |  |
| Lane 3 Leading loop (ohms)  |  |
| Lane 3 Trailing loop (ohms) |  |
| Lane 4 Leading loop (ohms)  |  |
| Lane 4 Trailing loop (ohms) |  |

**STEP 6: Verify phasing ALL directions (Yes/No)**

Verify phasing working properly on PHASE CONFIG in SmartCam

|            | Actual Phasing | Phase Config |
|------------|----------------|--------------|
| Northbound |                |              |
| Southbound |                |              |
| Eastbound  |                |              |
| Westbound  |                |              |

**STEP 7:** Verify both flashes firing REMOTELY and MANUALLY. Listen for any noise when fired manually.

|                                | Plate | Scene |
|--------------------------------|-------|-------|
| Firing with no noise? (Yes/No) |       |       |

**STEP 8:** Take a MINIMUM of (2) next vehicles for each lane.

Notate the time of the next vehicle and the license plate number.

Check the scene shots. "A" shot should show vehicle before violation

line, "B" shot should show vehicle in the intersection well past the violation

line. Verify camera alignment, a minimum of (2) TWO phases must be visible.

|                    | TIME | PLATE # | SCENE A/B OK? |
|--------------------|------|---------|---------------|
| Lane 1 / Vehicle 1 |      |         |               |
| Lane 1 / Vehicle 2 |      |         |               |
| Lane 2 / Vehicle 1 |      |         |               |
| Lane 2 / Vehicle 2 |      |         |               |
| Lane 3 / Vehicle 1 |      |         |               |

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



|                    |  |  |  |
|--------------------|--|--|--|
| Lane 3 / Vehicle 2 |  |  |  |
|--------------------|--|--|--|

STEP 9: Verify video, both streaming and violation

|                  | Streaming | Violation |
|------------------|-----------|-----------|
| Working (Yes/No) |           |           |

STEP 10: Verify SmartCam and SmartScene operating in SERVICES

|                  | SmartCam | SmartScene |
|------------------|----------|------------|
| Running (Yes/No) |          |            |

STEP 11: Verify Light Tables are running. Open up Lens Set-Up and check if lux value is changing.

|                               |  |
|-------------------------------|--|
| Light Tables Running?(Yes/No) |  |
|-------------------------------|--|

STEP 12: Verify streaming video time. Open up streaming video in Explorer.

|                       |  |
|-----------------------|--|
| Time Correct?(Yes/No) |  |
|-----------------------|--|

STEP 13: Verify time. Check the PC time in the bottom right of the desktop.

Open services and verify that time synch software is set to automatic start and is running. Open time synch software from Control Panel. Double click on "RTS Time Sync", it should be set to XXX.XXX.XX.XX. Click on the tab "Setting the Time". Makes sure that the settings are: 500 milliseconds, anything goes, every half hour.

|   |  |
|---|--|
| Tardis running and time correct? (Yes/No) |  |
|---|--|

STEP 14: PING Image Server ( XXX.XXX.XX.XXX)

|                           |  |
|---------------------------|--|
| PING Successful? (Yes/No) |  |
|---------------------------|--|

STEP 15: Verify video recording process

|        | Video Clear | Hours Saved (min 72hrs) |
|--------|-------------|-------------------------|
| Yes/No |             |                         |

(Use this space to describe ANY problem that you found and also make suggestions for improvements that may be needed, and to describe in detail street/loop conditions)  
 NOTES AND IMPROVEMENTS:



## Network Monitoring

This is a network utility that allows the Chicago technicians to view all intersections network status from remote locations. The start page of the What's Up Utility allows the user to identify the number of devices specific to the city. As of August 1, 2007 Redflex oversees 261 devices at 93 intersections that have been assigned an IP address. This includes streaming video servers, enclosure computers and Cisco routers stationed in the cabinets. A network utility page defining Chicago's installed equipment has been made available to OEMC. This will allow Chicago's key personnel to monitor status on of equipment.

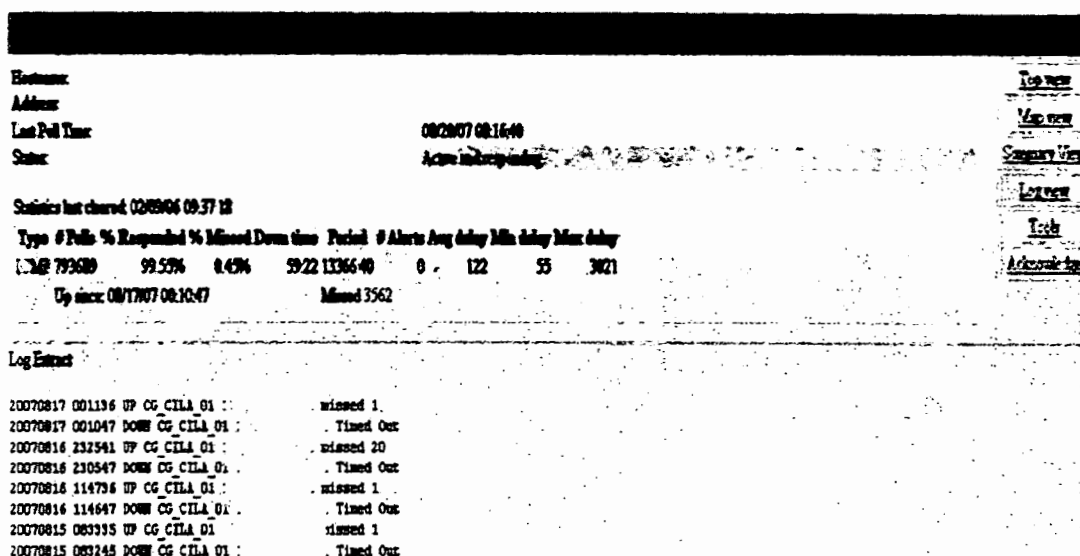
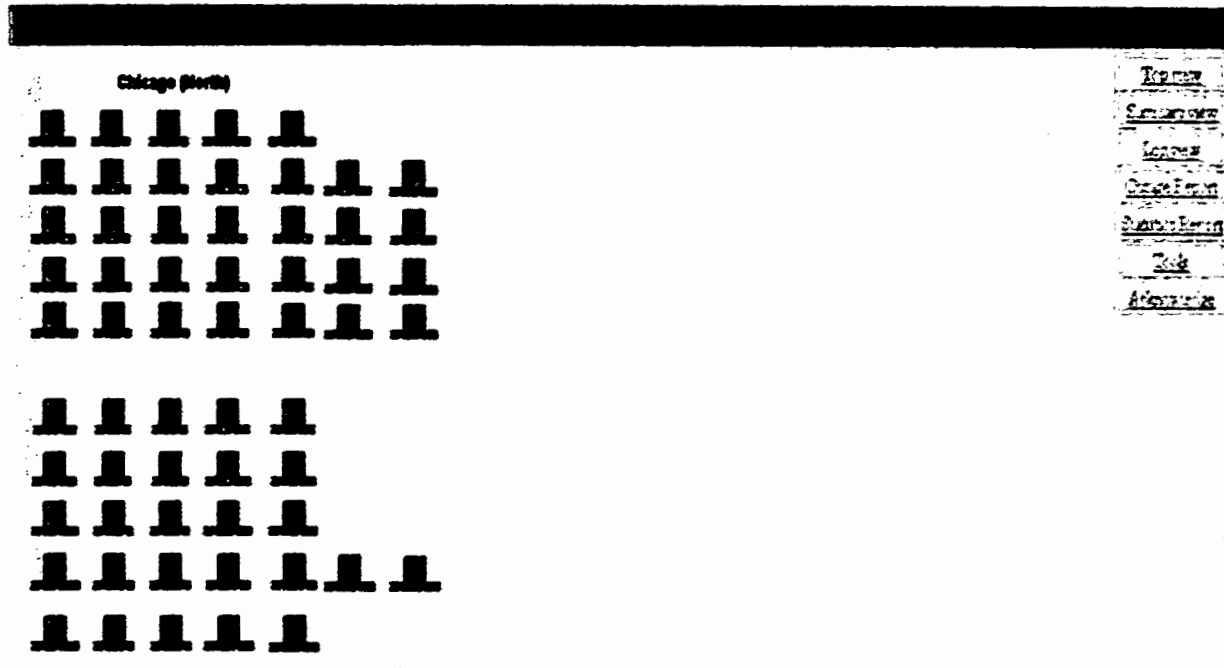
| City | 1960 | 1961 | 1962 | 1963 | 1964 | 1965 | 1966 | 1967 | 1968 | 1969 | 1970 | 1971 | 1972 | 1973 | 1974 | 1975 | 1976 | 1977 | 1978 | 1979 | 1980 | 1981 | 1982 | 1983 | 1984 | 1985 | 1986 | 1987 | 1988 | 1989 | 1990 | 1991 | 1992 | 1993 | 1994 | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 | 2100 | 2101 | 2102 | 2103 | 2104 | 2105 | 2106 | 2107 | 2108 | 2109 | 2110 | 2111 | 2112 | 2113 | 2114 | 2115 | 2116 | 2117 | 2118 | 2119 | 2120 | 2121 | 2122 | 2123 | 2124 | 2125 | 2126 | 2127 | 2128 | 2129 | 2130 | 2131 | 2132 | 2133 | 2134 | 2135 | 2136 | 2137 | 2138 | 2139 | 2140 | 2141 | 2142 | 2143 | 2144 | 2145 | 2146 | 2147 | 2148 | 2149 | 2150 | 2151 | 2152 | 2153 | 2154 | 2155 | 2156 | 2157 | 2158 | 2159 | 2160 | 2161 | 2162 | 2163 | 2164 | 2165 | 2166 | 2167 | 2168 | 2169 | 2170 | 2171 | 2172 | 2173 | 2174 | 2175 | 2176 | 2177 | 2178 | 2179 | 2180 | 2181 | 2182 | 2183 | 2184 | 2185 | 2186 | 2187 | 2188 | 2189 | 2190 | 2191 | 2192 | 2193 | 2194 | 2195 | 2196 | 2197 | 2198 | 2199 | 2200 | 2201 | 2202 | 2203 | 2204 | 2205 | 2206 | 2207 | 2208 | 2209 | 2210 | 2211 | 2212 | 2213 | 2214 | 2215 | 2216 | 2217 | 2218 | 2219 | 2220 | 2221 | 2222 | 2223 | 2224 | 2225 | 2226 | 2227 | 2228 | 2229 | 2230 | 2231 | 2232 | 2233 | 2234 | 2235 | 2236 | 2237 | 2238 | 2239 | 2240 | 2241 | 2242 | 2243 | 2244 | 2245 | 2246 | 2247 | 2248 | 2249 | 2250 | 2251 | 2252 | 2253 | 2254 | 2255 | 2256 | 2257 | 2258 | 2259 | 2260 | 2261 | 2262 | 2263 | 2264 | 2265 | 2266 | 2267 | 2268 | 2269 | 2270 | 2271 | 2272 | 2273 | 2274 | 2275 | 2276 | 2277 | 2278 | 2279 | 2280 | 2281 | 2282 | 2283 | 2284 | 2285 | 2286 | 2287 | 2288 | 2289 | 2290 | 2291 | 2292 | 2293 | 2294 | 2295 | 2296 | 2297 | 2298 | 2299 | 2300 | 2301 | 2302 | 2303 | 2304 | 2305 | 2306 | 2307 | 2308 | 2309 | 2310 | 2311 | 2312 | 2313 | 2314 | 2315 | 2316 | 2317 | 2318 | 2319 | 2320 | 2321 | 2322 | 2323 | 2324 | 2325 | 2326 | 2327 | 2328 | 2329 | 2330 | 2331 | 2332 | 2333 | 2334 | 2335 | 2336 | 2337 | 2338 | 2339 | 2340 | 2341 | 2342 | 2343 | 2344 | 2345 | 2346 | 2347 | 2348 | 2349 | 2350 | 2351 | 2352 | 2353 | 2354 | 2355 | 2356 | 2357 | 2358 | 2359 | 2360 | 2361 | 2362 | 2363 | 2364 | 2365 | 2366 | 2367</ |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--------|



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



A second screen within the utility gives the user a color coded activity chart of each devices communications with Scottsdale. There are 3 color indications for every device assigned an IP in Chicago. Green, all communications are reporting properly and within a specific time parameter. Yellow, the devices is reporting but is either outside the time parameter or periodically dropping out. Red, the device is not responding at all.





City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



What's Up has a tool that allows the user to attempt establishing a communications tunnel if they find a device not responding. There is a PING button which will attempt to open up communications to any specific device mapped out on the color coded page.

|               |            |
|---------------|------------|
| Name/Address  | XXXXXXXXXX |
| Ping count    | 5          |
| Time out      | 32         |
| Delay type    | A          |
| Delay time    | ((tick))   |
| Scan interval | 1          |
| Scan input    | 512        |
| Scan output   | 308        |

Ping Trace Lookup Scan

CG\_CLA\_01 CHICAGO (NORTH) Top view Log view

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



## Maintenance Filter

Every Chicago Redflex technician has available a program that allows them to search out image quality issues. The maintenance filter allows the technician to identify problems with images from the prior day. There are several fields the technician can use to search for problems. They include reject reason, date and intersection. Every day the Chicago technicians run a report of the prior day to determine any course of action required to maintain at minimum a rate of 85% prosecution. The maintenance filter is a result of the operations department in Scottsdale reviewing images and keeping an accurate account of any reason it might not meet the high standards held by Redflex.

**REDFLEX** TRAFFIC SYSTEMS **Maintenance Report Filter**

**Choose A Report**

☒ Rejects by intersection and lane     
 ☐ Rejects by intersection only     
 ☐ Incidents by lane detail

**Filter Options**

Contract: BEV, BKF, CHA, [dropdown]  
 Reject Category: All Options, Camera Malfunction, Hold, Non-prosecutable  
 Status Codes: All Options, Not ready to verify, Ready To Verify, Accepted by Hold Operator as Verifier  
 Reject Reason: All Options  
 Number Of Records To Print: Top 40

Starting date of report: 1/3/05     
 Ending date of report: 1/4/05

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



After the technician determines the field in which they will search potential problems a report is generated. This report contains an incident number that is specific to each individual violation. The violation can now be viewed thru Smart Ops.

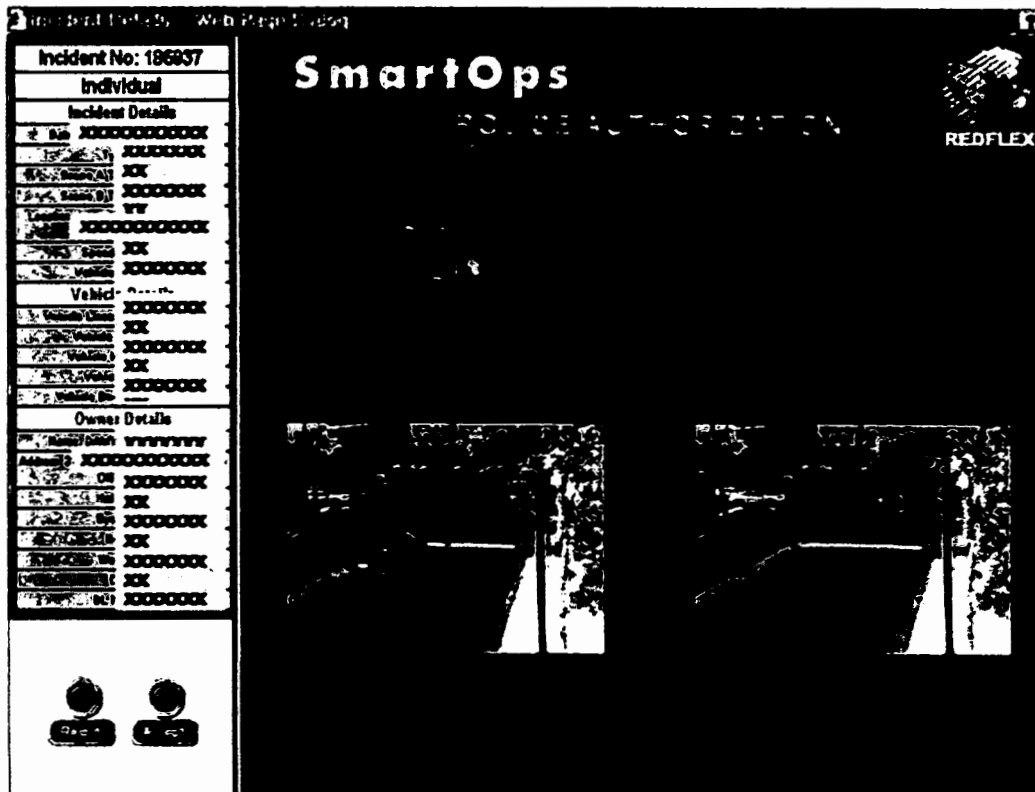
| RTS Maintenance Reports Filter Results     |      |                                   |                   |
|--|------|-----------------------------------|-------------------|
| Top Rejects By Lane: From 8/4/07 To 8/5/07 |      |                                   |                   |
| Intersection                               | Lane | Reject Reason                     | Number of Rejects |
| CG-79WE-01                                 |      | 1 Misc Camera Issue               | 4                 |
| CG-BEKE-01                                 |      | 2 Plate Not in Frame              | 2                 |
| CG-HA99-01                                 |      | 1 Plate Not in Frame              | 2                 |
| CG-79WE-01                                 |      | 3 Misc Camera Issue               | 2                 |
| CG-KEFL-01                                 |      | 1 Misc Camera Issue               | 2                 |
| CG-79WE-01                                 |      | 2 Misc Camera Issue               | 1                 |
| CG-CA31-01                                 |      | 3 Scene Image No Flash            | 1                 |
| CG-CA31-01                                 |      | 2 Misc Camera Issue               | 1                 |
| CG-LSKI-01                                 |      | 3 Rear Plate Camera Blurry        | 1                 |
| CG-PU55-01                                 |      | 3 Rear Plate Camera Blurry        | 1                 |
| CG-WECH-01                                 |      | 2 Scene Image No Flash            | 1                 |
| CG-71AS-01                                 |      | 2 Rear Plate Camera Blurry        | 1                 |
| CG-DICA-01                                 |      | 4 Plate Not in Frame              | 1                 |
| CG-79WE-01                                 |      | 3 Rear Plate Camera Blurry        | 1                 |
| CG-ROST-01                                 |      | 3 Rear Plate Camera Blurry        | 1                 |
| CG-WEPE-01                                 |      | 1 Plate Not in Frame              | 1                 |
| CG-ROST-01                                 |      | 2 Rear Plate Camera Blurry        | 1                 |
| CG-WE79-01                                 |      | 1 Rear Plate Camera Blurry        | 1                 |
| CG-WE79-01                                 |      | 4 Rear Plate Camera Blurry        | 1                 |
| CG-WEFO-01                                 |      | 3 Rear Plate Camera Blurry        | 1                 |
| CG-WE79-01                                 |      | 3 Rear Plate Camera Blurry        | 1                 |
| CG-HA99-01                                 |      | 1 Scene Image Flash Inappropriate | 1                 |
| CG-HA119-01                                |      | 2 Scene Image No Flash            | 1                 |
| CG-CG79-01                                 |      | 2 Scene Image No Flash            | 1                 |
| CG-BECH-01                                 |      | 3 Plate Not in Frame              | 1                 |
| CG-SI79-02                                 |      | 3 Scene Image No Flash            | 1                 |

City of Chicago, Illinois  
 Specification No. 57755  
 Digital Automated Red Light Enforcement Program



### Smart Ops

With the incident number assigned to each rejected violation the technician can view the infraction in question. Smart Ops allows the technician to view the plate image, scene image and video with each violation. Every rejected incident within the parameters of the 85% prosecution rate is reviewed by the technician. Such reasons being flash inappropriate, camera blurry, plate obstruction or miscellaneous camera issues.



**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



### Streaming Video Check

Chicago's streaming video feed is checked at minimum once a day. This allows the technician an easy view of the enclosure and approach environment. These checks have lead to quick response times in dealing with the enclosure glass being marked or smeared by things such as eggs. The streaming video is logged daily with any problems being noted.

| Calendar   |  | October 04 - October 10  |  |
|--|--|--|--|
| Monday, October 04   |  | Thursday, October 07   |  |
| 8:00am 8:30am Streaming Video Checked, all intersections are good.         |  | 8:00am 8:30am Checked Streaming Video, all is good.                        |  |
| Tuesday, October 05  |  | Friday, October 08   |  |
| 8:00am 8:30am Streaming Video Checked, all intersections are good.         |  | 8:00am 8:30am Checked Streaming Video, all intersections are ok.           |  |
| Wednesday, October 06  |  | Saturday, October 09   |  |
| 8:00am 8:30am Streaming Video Checked, found Kedzie and Belmont Images was |  | 8:00am 8:30am Checked Streaming Video, all intersections with no problems. |  |
|  |  | Sunday, October 10   |  |
|  |  | 8:00am 8:30am All intersections streaming video are good.                  |  |

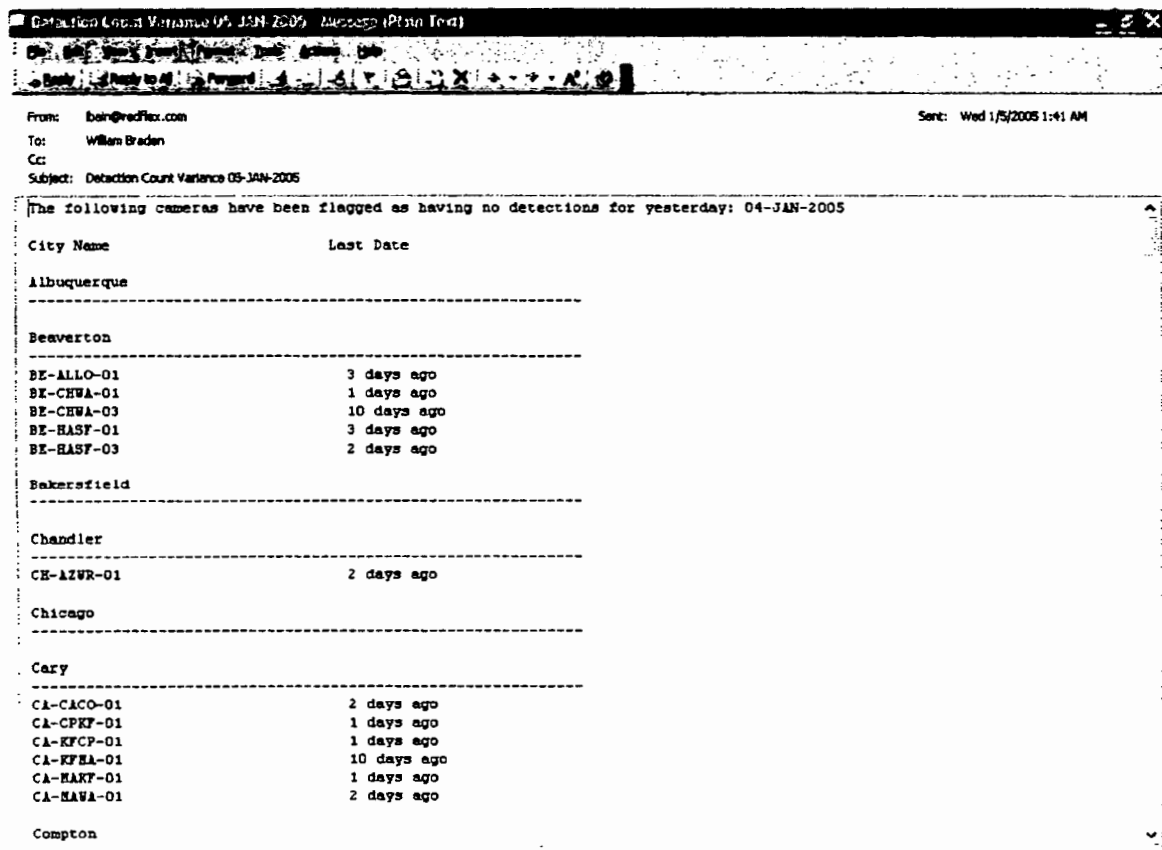


**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



### Detection Count Report

Daily a report is automatically processed and emailed to each technician in regard to detection variance. The report will notify the technician if an approach has not produced a violation that day. The email also contains information letting the technician know if detections have dropped off significantly, not just all together. The report gives the technician data pertaining to each approach and if there has been a change of 15% or greater. If an approach has not reported a violation the day prior the technician will remotely dial into the computer to run checks. These steps include confirming the cameras are operational by taking Live View shots and Next Vehicles. Also, the video is confirmed to be working along with the phase configuration reporting properly. Finally the technician will check the Downloads folder to determine if violations have been generated just not transmitted to Scottsdale. If any of these checks do not come back 100% the technician will visit the approach that day to investigate.



**City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program**

---



### **Incident Lookup**

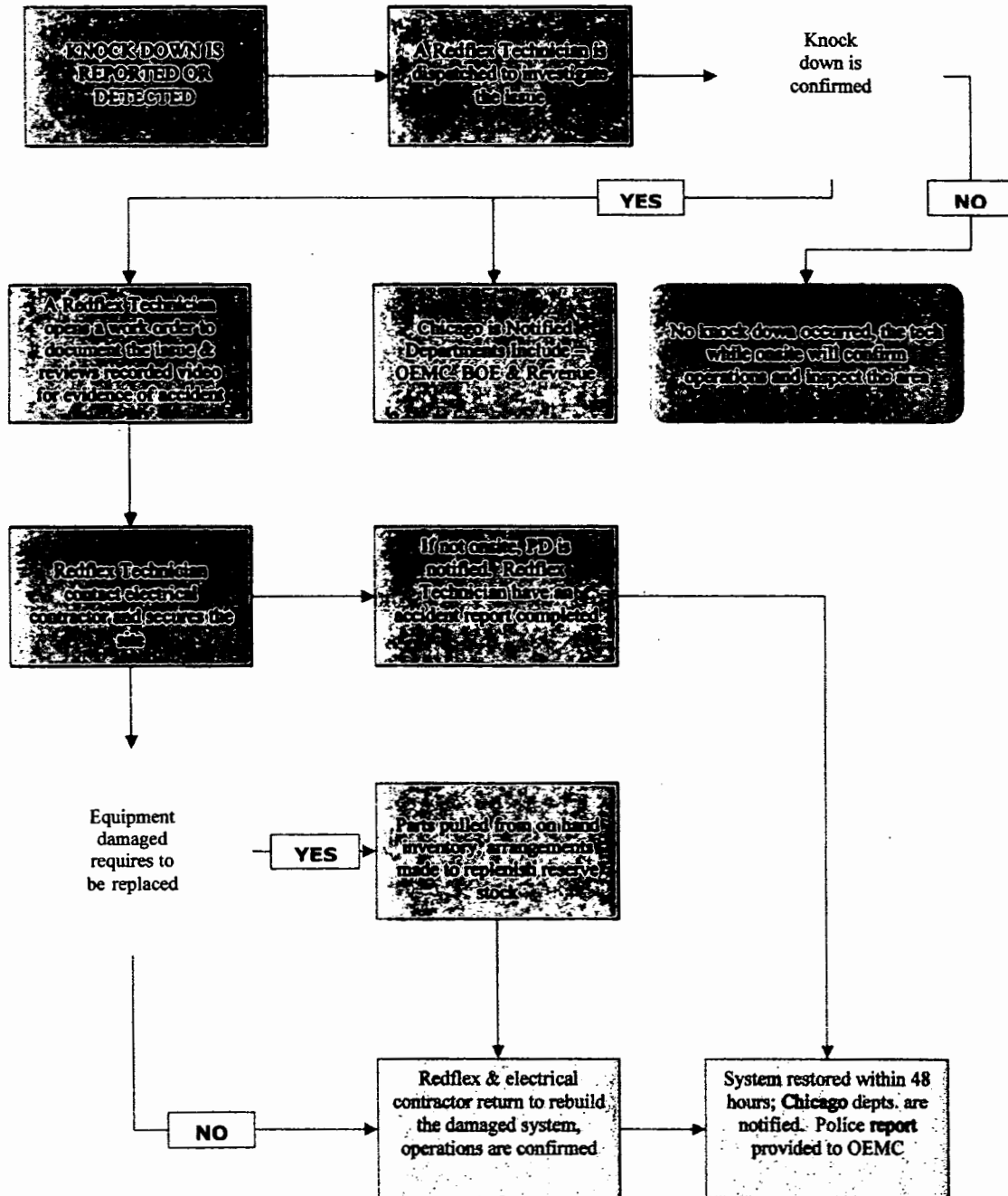
Chicago technicians will use Redflex web based software to confirm operations daily. Every approach is viewed by the assigned technician. Each evidence package contains both the still images and the attached video. Once the violation files are downloaded the technician uses Redflex licensed software, SmartOps to view them. The software allows the technician to view each image individually and the video. SmartOps also enables the technician to ensure the data bar information is correct on each approach. If any camera does not produce a quality image the technician will remotely access the computer and take test shots. Depending on the image quality the technician will take steps remotely to remedy the problem or go onsite to fix any pending issue.

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



**Emergency Response - Knockdown Procedures**

Having five (5) Chicago based technicians allows Reflex an immediate response to an emergency. Since the inception of the program Redflex has rebuilt equipment damaged due to a knockdown or vandalism within a 48 hour period. Additionally, Redflex will keep the necessary departments aware of the equipment status. OEMC, BOE, Revenue and Adjudication are to be given notice of the down equipment and given updates on status on the rebuild.



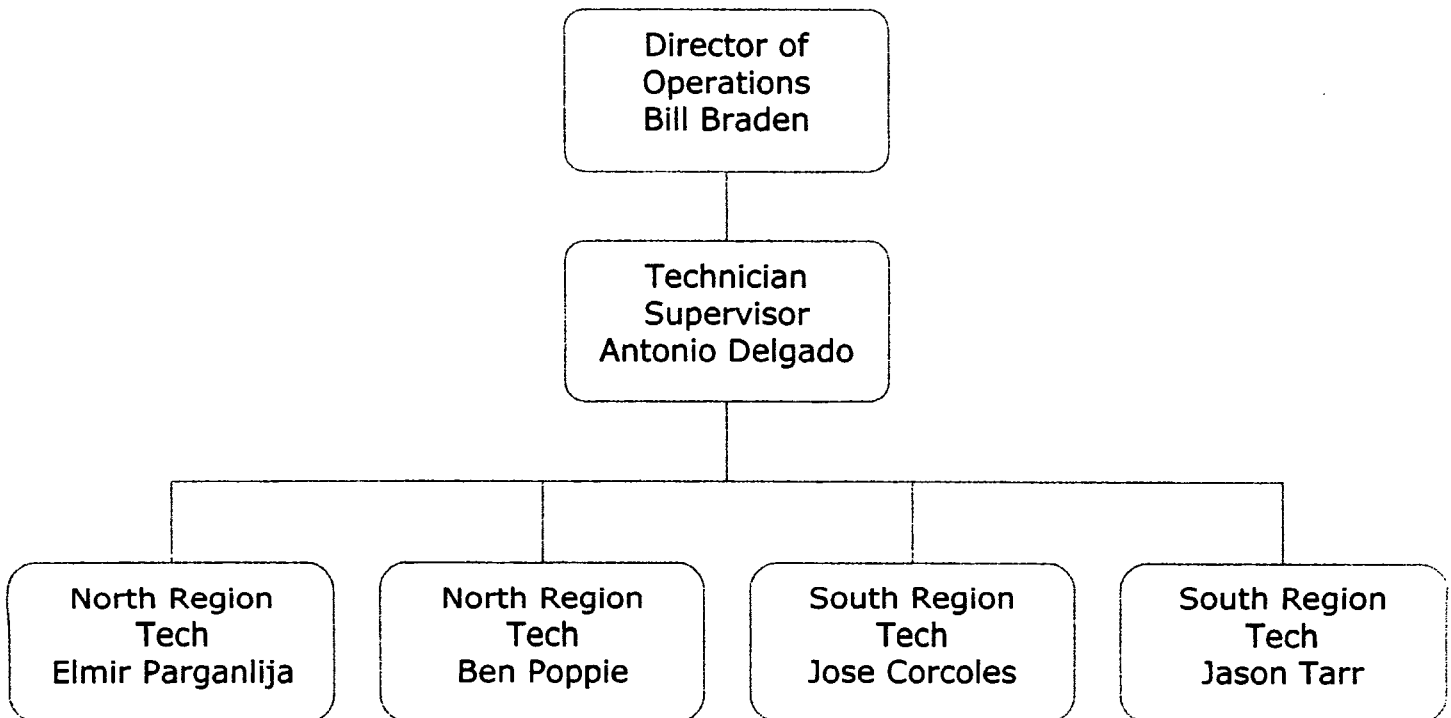
City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



### **Maintenance – Current Staff & Responsibilities**

As evident with the success of Chicago's Enforcement Program, the maintenance plan in place takes the proper approach. With the expansion of the program additional steps will be added to continually exceed the contractual obligations. As of September 2007, Redflex has in place four Technicians and one Technician Supervisor; as shown in the flow chart below:

### **Current Technical Staff Dedicated to Chicago**





### North Region –

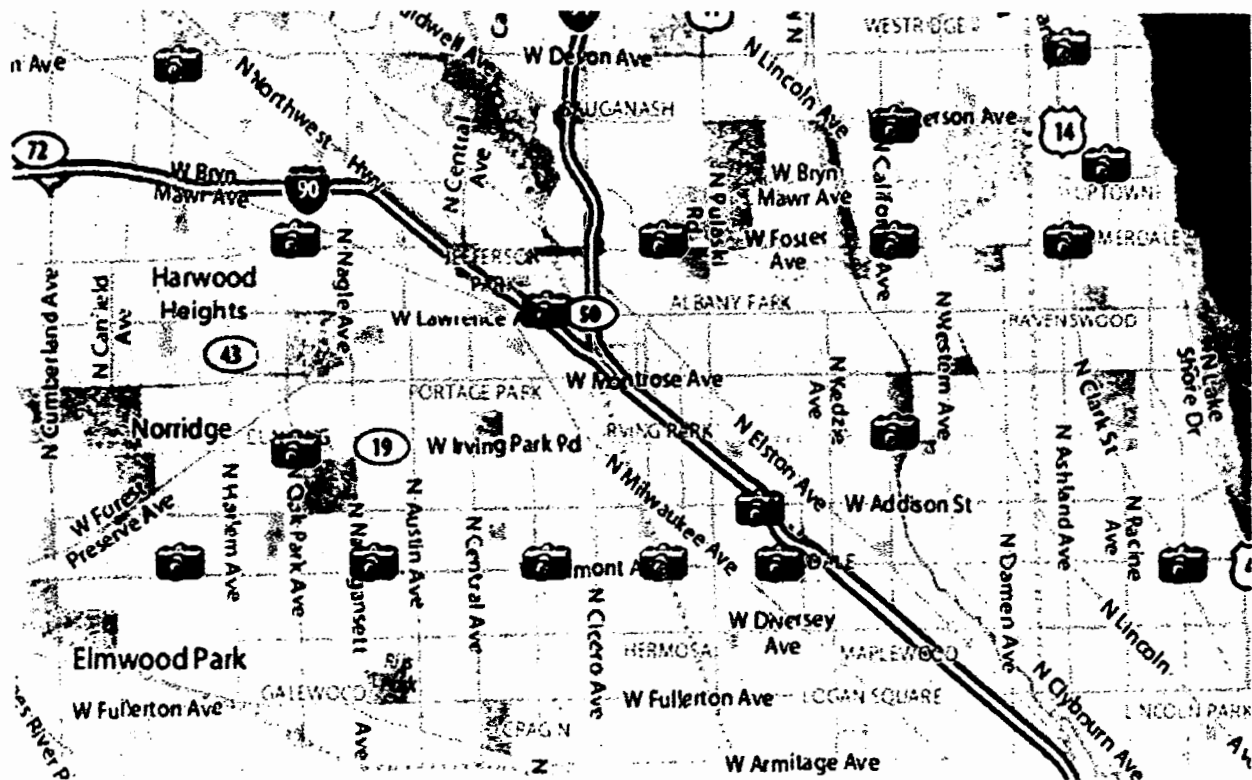
Number of dedicated technicians = 3

## Ben Poppie

**Elmir Parganlija**

**Tech to be added (Fall 07)**

## Far North Side



### **Intersection List**

## Harlem & Belmont

NW Hwy & Belmont

Foster &amp; Nagle

**Irving Park & Narragansett**

### Austin & Belmont

Cicero &amp; Belmont

Cicero &amp; Lawrence

Pulaski &amp; Belmont

Pulaski &amp; Foster

**Kedzie & Belmont**

**Elston & Addison**

### Western & Irving Park

Western &amp; Foster

Western &amp; Peterson

Sheridan & Devon

Hollywood &amp; Sheridan

**Broadway & Foster**

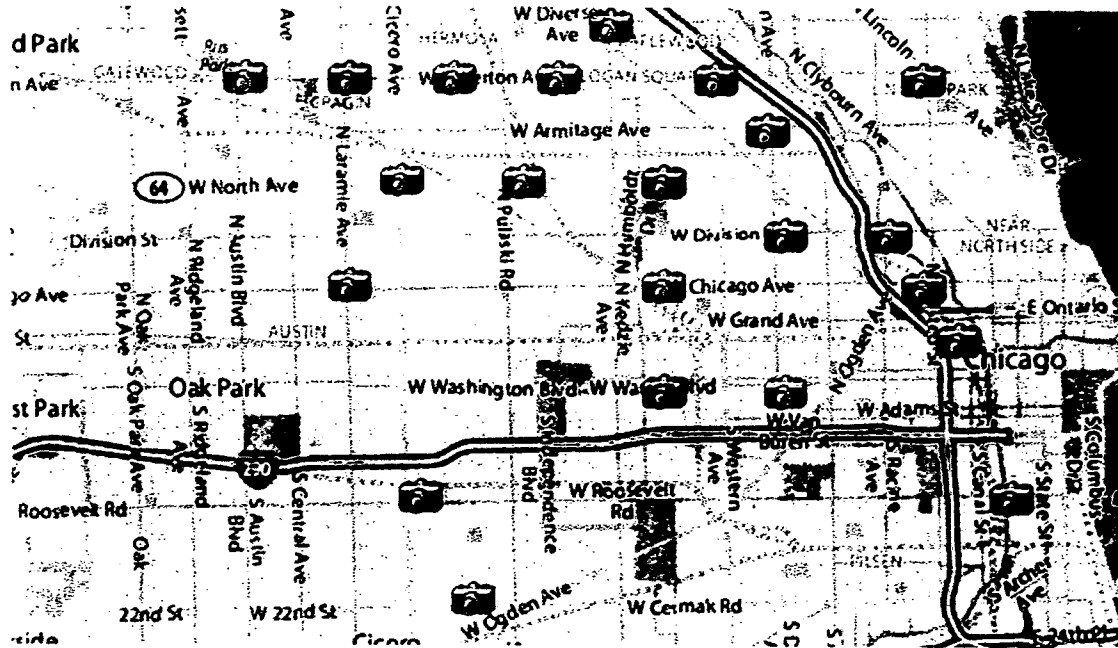
Lake Shore Dr & Belmont



City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



**Near North Side**



**Intersection List**

Fullerton & Central  
Cicero & Chicago  
Cicero & Fullerton  
North, Kostner & Grand  
Roosevelt & Kostner  
Pulaski & Fullerton  
Cermak & Pulaski  
Homan, Kimball & North

Kedzie & Fullerton  
California & Diversey  
Western & North  
Western & Chicago  
Madison & Western  
Damen & Fullerton  
Ashland & Cortland  
Ashland & Division

Ashland & Madison  
Halsted & Division  
Ontario & Kingsbury  
LaSalle & Kinzie  
Fullerton & Clark  
State & Roosevelt

**City of Chicago, Illinois**  
**Specification No. 57755**  
**Digital Automated Red Light Enforcement Program**



**South Region –**

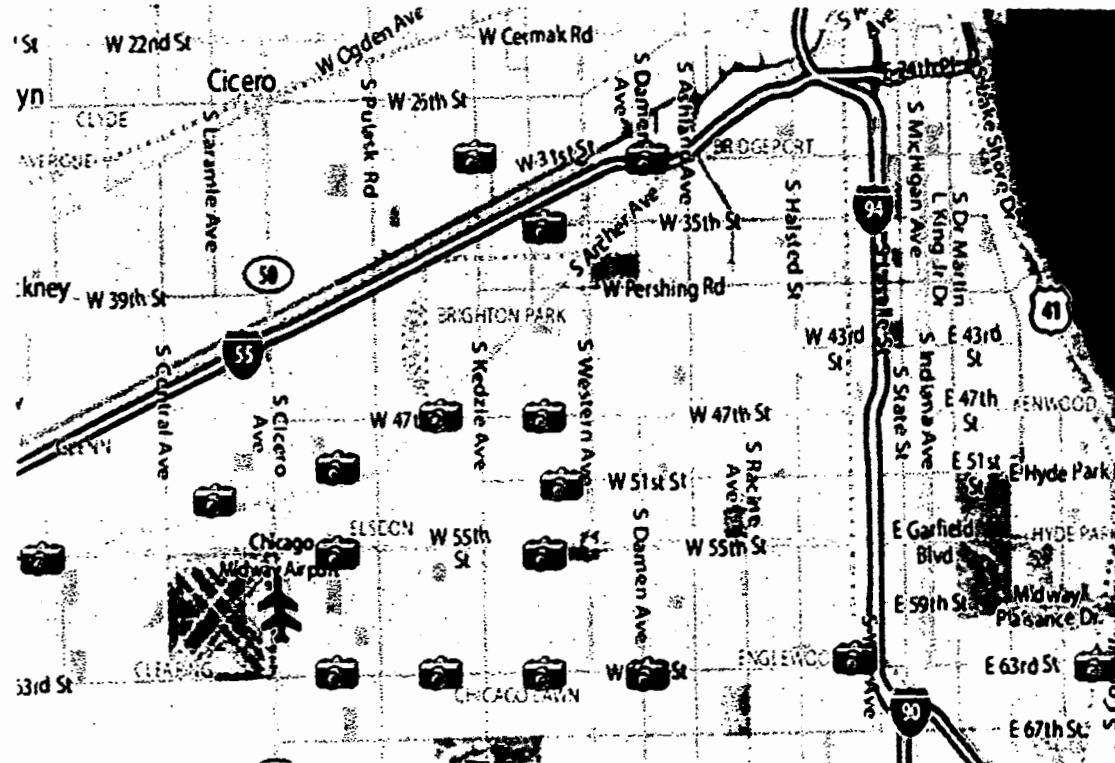
End of 2007 = 59 systems operational

Number of dedicated technicians = 2

Jason Tarr

Jose Corcoles

**Near South Side**



**Intersection List**

California & 31<sup>st</sup>  
 Ashland & Archer  
 Western & 35<sup>th</sup>  
 Western & 47<sup>th</sup>  
 Kedzie & 47<sup>th</sup>  
 Kedzie & 63<sup>rd</sup>

Pulaski & Archer  
 Cicero & Archer  
 Archer & Narragansett  
 Western Blvd & 51<sup>st</sup>  
 Pulaski & 63<sup>rd</sup>  
 Ashland & 63<sup>rd</sup>

Western & 55<sup>th</sup>  
 Pulaski & 55<sup>th</sup>  
 Western & 63<sup>rd</sup>  
 State & 63<sup>rd</sup>



|  |  |  |
|--|--|--|
| <b><u>Stony Island &amp; 67<sup>th</sup></u></b> | <b>Cottage Grove &amp; 79<sup>th</sup></b> | <b>Vincennes &amp; 87<sup>th</sup></b> |
| <b>Ashland &amp; 71<sup>st</sup></b>             | <b>Stony Island &amp; 79<sup>th</sup></b>  | <b>Ashland &amp; 87<sup>th</sup></b>   |
| <b>Kedzie &amp; 79<sup>th</sup></b>              | <b>Jeffery &amp; 95<sup>th</sup></b>       | <b>Halsted &amp; 111<sup>th</sup></b>  |
| <b>Western &amp; 79<sup>th</sup></b>             | <b>Halsted &amp; 99<sup>th</sup></b>       |  |
| <b>Halsted &amp; 119<sup>th</sup></b>            | <b>Vincennes &amp; 111<sup>th</sup></b>    |  |

City of Chicago, Illinois  
Specification No. 57755  
Digital Automated Red Light Enforcement Program



## **7. PRELIMINARY COST PROPOSAL DETAIL**

Redflex has provided our preliminary cost proposal detailed in the following pages in the forms (Exhibit 4) provided by the City.

We have included our pricing in the format requested by the City. We have also included some narrative to further describe our offering below the chart on each page of Exhibit 4.

Redflex understands and is willing to negotiate a final fixed price, terms and conditions for any agreement resulting from this RFP.

**EXHIBIT 4**

**COST PROPOSAL**

**Contractor Compensation Options**

**A. Purchase:** There shall be a service contract under Purchase. This contract shall include all initial equipment and start up costs, including annual maintenance for one year. (See attached form.)

**B. Alternative Pricing to City:** Alternative Pricing to the City, to include all initial equipment and start up costs, including annual maintenance and support. The City is open to creative pricing strategies. (See attached form.)

**C. Transfer or Relocation of Systems:** Submit relocation price (per intersection approach, per instance cost) to include all road loops; camera poles, camera boxes, flashes, auxiliary flashes as well as any other equipment excluding camera (camera will be coming from existing intersection) needed to make the site operate per the specifications. (See attached form.)



**STRAIGHT PURCHASE OPTION  
COSTS**

| <b><u>Straight Purchase ( Per Approach)</u></b>   | <b><u>FEE PER APPROACH</u></b> |
|---|--------------------------------|
| All hardware & installation for Camera Units, Flash Module, Vehicle Detection System Cabinets & Upgrades. | <u>\$ 24,500.00*</u>           |
| Maintenance Agreement <u>\$ 3,900.00</u>  | <u>\$ \$3,900.00</u>           |
| <b>TOTAL PER APPROACH</b>   | <u><b>\$ 28,400.00</b></u>     |

**\*1<sup>st</sup> Year is all-inclusive. Pricing includes maintenance and possessing.**

We feel the pricing provided above demonstrates our absolute and total commitment to the City of Chicago. Based on the potential volume of systems associated with this program; we have been able to identify areas for (1) cost efficiencies, (2) economies of scale and (3) volume discounts that have enabled us to provide the City pricing that is unmatched in the industry.

We have been honored to be your loyal partners for the last four years and we are pleased to provide you these unprecedented pricing terms in recognition of our partnership.

Recognizing the importance of working with the City of Chicago, Redflex hereby certifies that if more favorable pricing for any of their services or offered equipment takes effect, the City will receive the most favorable pricing being offered by the Redflex to any customer for the same or similar service/equipment.

Note: In summary, if you average the City's total cost of ownership over the term of the agreement; the City gets to own the hardware, we pay for the installation, maintenance, processing and support services (i.e. local office, public outreach, training, etc) all for a total average monthly fee of only **\$3,528.33** per system.

**\$3,528.33 per month is the most aggressive fee structure we have ever offered anyone since we came to existence back in the 1980s.**

**TRANSFER OR RELOCATION OF SYSTEMS**

**COSTS**

| <b>Transfer or Relocation of Systems<br/>( Per Approach)</b>   | <b><u>FEE PER APPROACH</u></b> |
|--|--------------------------------|
| All hardware & installation for Camera Units, Flash Module,<br>Vehicle Detection System Cabinets & Upgrades. | <u>\$ 24,500.00*</u>           |
| Installation of Camera Related Signage at Intersections  | <u>\$ 0.00</u>                 |
| TOTAL PER APPROACH   | <u>\$ 24,500.00</u>            |

**\*Pricing is not inclusive of remedy and repair; as we assumed the City would leave existing infrastructure in place to act as a visible deterrent (aka a "scarecrow or dummy" system)**

## ALTERNATIVE PRICING TO CITY

### COSTS

The City is open to creative pricing strategies that Vendor has to offer. Respondents are encouraged to submit proposals that describe methods whereby, at the City's option, its costs may be reduced or eliminated if the network infrastructure (e.g. streetlights, fiber, towers) are used, without adverse impact upon the City's network and applications, for possible joint usage. Any Respondent that chooses to propose leasing city-owned infrastructure as part of its proposal must submit two (2) cost proposals – one that includes the usage of city infrastructure and one that does not. Respondents that do not include a non-usage based cost proposal shall be deemed non-responsive.

---

While this is not part of the scope of this program, Redflex is also willing to offer the City a discount of the maintenance and processing for our currently operational systems. The discounted monthly fee per operational system would be: **\$4,395.00.**

This discounted fee would commence immediately upon execution of a contract with Redflex for RFP Specification No. 57755 and would have a term aligned with this aforementioned contract.